2018 Specialized Transportation Program Management Plan

Adopted 4/20/2018

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Executive Summary

This Program Management Plan (PMP) describes the San Diego Association of Governments (SANDAG) policies and procedures for administering its Specialized Transportation Grant Program, which includes the Federal Transit Administration (FTA) Section 5310 and TransNet Senior Mini-Grant programs. Additionally, SANDAG continues to monitor projects awarded funding under the former FTA Section 5316 Job Access and Reverse Commute (JARC) and Section 5316 New Freedom programs.

Purpose

Federal guidance for Section 5310 (FTA Circular [C] 9070.1G) requires that SANDAG develop a PMP to facilitate grant management and FTA oversight over the program. This PMP is designed to ensure that all applicable SANDAG policies and federal, state, and local statues and regulations are fulfilled. Specifically, the purpose of this PMP is to fulfill several functions:

1. Provide guidance to local project applicants, subrecipients of federal funds, and TransNet grantees;
2. Provide public information on the administration of the SANDAG Specialized Transportation Grant Program, including FTA grant and Senior Mini-Grant programs; and
3. Serve as the basis for FTA to perform management reviews of SANDAG administration of the federal grant programs.

The intent of this plan is to ensure that the maximum possible benefit is enjoyed by the community through a fair and equitable distribution of available funds and the effective administration and monitoring of the specialized transportation grant program.

Detailed Plan Overview

The following sections include a brief overview of the information provided in each of the PMP chapters:

Chapter 1: Introduction

This chapter contextualizes the Specialized Transportation Grant Program within the broader transportation planning activities performed by SANDAG and describes the roles and responsibilities of all parties involved in the administration of the Specialized Transportation Grant Program. Additionally, this chapter outlines program goals for each grant program.

Chapter 2: Distribution of Funds

This chapter describes the grant implementation procedures, including the competitive process, through which SANDAG distributes both federal and local funds for specialized transportation projects. SANDAG distributes funding through the Section 5310 and Senior Mini-Grant programs.
Chapter 3: Funding Eligibility, Evaluation Criteria, and Program Requirements

This chapter outlines funding eligibility, evaluation criteria, and program requirements for both the Section 5310 and Senior Mini-Grant programs.

Chapter 4: Capital Procurement

This chapter discusses the procedures for capital procurement, including the purchase of vehicles, through the Specialized Transportation Grant Program.

Chapter 5: Monitoring and Reporting

This chapter outlines the program measures and other performance data that SANDAG collects for reporting to the FTA and SANDAG committees and describes the regular monitoring procedures that SANDAG implements to ensure oversight of the Specialized Transportation Grant Program.
Chapter 1: Introduction

1.1 Transportation Planning

As both the federally-designated Metropolitan Planning Organization (MPO) and state-designated Regional Transportation Planning Agency (RTPA) for San Diego County, the San Diego Association of Governments (SANDAG) is required to conduct long-range (minimum of 20 years) transportation planning for the San Diego region. San Diego Forward: The Regional Plan (Regional Plan), adopted by the SANDAG Board of Directors on October 9, 2015, outlines plans for a regional transportation system that further enhances quality of life, promotes sustainability, and offers more mobility options for people and goods. The Regional Plan is built on a set of integrated public policies, strategies, and investments to maintain, manage, and improve the transportation system so it meets the diverse mobility needs of the San Diego region through 2050.

The Short-Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan (Coordinated Plan) supports the SANDAG long-range transportation planning by providing a five-year implementation plan of public transit and specialized transportation concepts described in the Regional Plan. The Coordinated Plan combines the regional requirement for a Short-Range Transit Plan with the federal requirement for a Coordinated Plan into one concise planning document. The Coordinated Plan both evaluates available transportation services in the region and establishes strategies to provide transportation to the most sensitive population groups in the county, including seniors, individuals with disabilities, and low-income persons, among other recognized transportation-disadvantaged population groups. These strategies inform funding prioritization in the distribution of Section 5310 and Senior Mini-Grant funds, and formerly of Job Access and Reverse Commute (JARC) and New Freedom funds.

The Federal Transit Administration (FTA) requires that SANDAG update the Coordinated Plan at least every four years and include significant public outreach. SANDAG has chosen to update the Coordinated Plan every other year, with public outreach adjusted to reflect the extent of proposed revisions to the document.

1.2 Roles and Responsibilities

There are several parties involved in the administration of federally and locally funded specialized transportation grants. The following sections outline the roles and responsibilities of federal, state, and local entities as it pertains to the administration of the Section 5310 and Senior Mini-Grant programs as well as the continued monitoring of projects funded through the former JARC and New Freedom programs.

Federal Transit Administration

The FTA has the responsibility for national implementation of the former JARC and New Freedom programs (Section 5316 and Section 5317) and the Section 5310 program, for which it has provided program guidance in Circular (C) 9045.1, C 9050.1, and C 9070.1G respectively. The guidance elaborates upon the intent of these programs, interprets some provisions, and provides additional instructions and requirements.
The FTA performs several other functions in addition to providing policy and program guidance. Congress apportions program funds to states and designated recipients, and the FTA reviews and approves grant applications obligating funding. Other responsibilities of the FTA include developing and implementing financial management procedures; initiating and managing program support activities; and providing technical assistance, advice, and guidance to states and designated recipients as needed. The FTA is also responsible for overall oversight of the federal programs. The FTA is required by law to establish performance goals to define the level of performance and to establish performance indicators to be used in measuring relevant outputs, service levels, and outcomes for each of its grant programs. The FTA gathers performance data from grant recipients and monitors program performance through periodic program reviews. Additionally, the FTA oversees recipient’s implementation of the programs, which includes reviewing and approving statewide and MPO Transportation Improvement Programs and performing triennial reviews and state management reviews every three years or as circumstances warrant.

Caltrans

Caltrans is the designated recipient of Section 5310 funds for the state’s small urbanized and rural areas. In San Diego County, there are currently no small urbanized areas. Caltrans is responsible for the administration of Section 5310 funds for the non-urbanized (rural) areas in San Diego County. In its role as RTPA, SANDAG assists Caltrans with local administration of the state-wide competitive process for the Rural Section 5310 program. Additionally, Caltrans continues to monitor projects awarded funds under the former JARC and New Freedom programs for the rural areas in San Diego County and vehicles awarded through the Section 5310 program under Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFTEA-LU).

San Diego Association of Governments

As previously stated, SANDAG is the federally-designated MPO and state-designated RTPA for San Diego County. Unlike other MPOs that operate under a Joint Powers Agreement, SANDAG was created as a joint powers agency, but has since had its governance structure codified by the California Legislature in the San Diego Region Transportation Consolidation Act (Public Utility Code §132350 et seq.) as of January 1, 2003. Transportation planning, programming, project development, and construction for the region are now consolidated under SANDAG.

The Governor of the State of California appointed SANDAG as the designated recipient for JARC and New Freedom funds, under SAFETEA-LU, and for Section 5310 funds, under Moving Ahead for Progress in the 21st Century (MAP-21), for the urbanized portion of San Diego County in letters dated August 21, 2006, and April 23, 2014, respectively. SANDAG continues to be the designated recipient of Section 5310 funds under the FAST Act.

SANDAG, as the designated recipient, assumes the responsibility for the development of the Coordinated Plan for San Diego County, and administration of the JARC, New Freedom, and Section 5310 programs for the Census-defined San Diego urbanized area (Figure 1.1), including the preparation of the Program Management Plan (PMP). The specific tasks required by the FTA for this designation are:

- Conducting an area-wide competitive selection process
- Certifying fair and equitable distribution of funds resulting from the competitive process
- Certifying that each project selected for funding was derived from the Coordinated Plan
Certifying that the Coordinated Plan was developed through a process that included representatives of public, private, and nonprofit transportation and human service providers, as well as participation by the public.

TransNet is a ½ cent transactions and use tax collected pursuant to a countywide ordinance approved by a supermajority of the voters of the region. As the transportation authority collecting TransNet revenues, SANDAG is responsible for administering all elements of the TransNet program, including the Senior Mini-Grant program. This includes developing program requirements and selection criteria, determining applicant eligibility, notifying eligible applicants of the availability of funds, selecting projects for funding, and monitoring awarded projects.

**Board of Directors**

SANDAG is governed by a Board of Directors composed of mayors, council members, and county supervisors from each of the region’s 19 local governments. Voting members include two elected officials from the City of San Diego and the County of San Diego and one elected official from each of the other 17 cities, for a total of 21 voting members. Supplementing these voting members are advisory representatives from Imperial County, Caltrans, Metropolitan Transit System (MTS), North County Transit District (NCTD), United States Department of Defense, San Diego Unified Port District, San Diego County Water Authority, the Southern California Tribal Chairman’s Association, and Mexico. The Board of Directors is assisted by a professional staff of planners, engineers, and research specialists. A complete list of the Board of Directors is available on the SANDAG website.

SANDAG monthly Board of Directors meetings provide a public forum for regional decision-making on significant regional issues such as growth, transportation, environmental management, housing, open space, air quality, energy, fiscal management, economic development, and criminal justice. The Board of Directors establishes policies, adopts plans, allocates transportation funds, and develops programs for regional issues, which are used by local governments, as well as other public and private organizations. Citizens (as well as representatives from community, civic, environmental, education, business, and other special interest groups; and other agencies) are involved in the planning and approval process by participating in SANDAG working groups, as well as by attending workshops and public hearings.

The Board of Directors plays a significant role in the administration of the Specialized Transportation Grant Program. Several policies govern SANDAG operations and day-to-day activities. Board Policy No. 035: Competitive Grant Program Procedures, approved in January 2010 and amended in November 2014, outlines competitive grant program procedures. The policy applies to all grant programs administered through SANDAG, including the Specialized Transportation Grant Program. Board Policy No. 035 is available on the SANDAG website and is discussed further in Chapter 3, Section 3.3.

Additionally, the Board of Directors is instrumental in decision-making throughout the competitive process. The Board of Directors approves project eligibility and evaluation criteria; releases the call for projects; awards grant funding; and approves the Regional Transportation Improvement Program (RTIP), which includes the grant-funded projects.
Figure 1.1: Urbanized Area of San Diego County
Transportation Committee

In addition to the Board of Directors, SANDAG has six standing policy advisory committees. The six standing committees are the Executive Committee, Regional Planning Committee, Transportation Committee, Borders Committee, Public Safety Committee, and Audit Committee.

The Transportation Committee advises the Board of Directors on major policy-level matters related to transportation. The Transportation Committee assists in the preparation of the Regional Transportation Plan and other regional transportation planning and programming efforts and provides oversight for the major highway, regional arterial, regional bikeway, and transit projects programmed in the RTIP.

The Transportation Committee approves and adopts updates to the Coordinated Plan. Because priorities for project funding listed in the Coordinated Plan inform project evaluation and selection criteria, the Coordinated Plan must be adopted by the Transportation Committee prior to the call for projects. During the competitive process, the Transportation Committee reviews and provides recommendations to the Board of Directors on project eligibility and evaluation criteria, funding recommendations, and amendments to the RTIP. The Transportation Committee also plays a key role in the oversight of the Specialized Transportation Grant Program. The Transportation Committee receives grant status update reports on a quarterly basis. These reports keep the Transportation Committee informed on the performance of active grants awarded funding under the Section 5310 and Senior Mini-Grant programs. The Transportation Committee has the authority to grant time extensions (requiring more than a six-month extension) per Board Policy No. 035.

Social Services Transportation Advisory Council

SANDAG draws upon its working groups for stakeholder input and public participation. The purpose of the Social Services Transportation Advisory Council (SSTAC) (required by California Public Utilities Code [CPUC] Section 99238) is to advise SANDAG on any major transit issues, including the coordination and consolidation of specialized transportation services. As such, the SSTAC advises SANDAG on the development of the Coordinated Plan and administration of the Specialized Transportation Grant Program. The minimum membership of the SSTAC is outlined in CPUC Section 99238 and includes representatives of senior and disabled transit users; the two transit operators in San Diego County (MTS and NCTD); the local Consolidated Transportation Service Agency (CTSA); and social service providers serving seniors, individuals with disabilities, and low-income individuals. SANDAG has added additional key stakeholders to improve input into developing and updating these plans and programs.

Independent Taxpayer Oversight Committee

The TransNet Extension Ordinance and Expenditure Plan of 2004 established the Independent Taxpayer Oversight Committee (ITOC). The ITOC is intended to provide an enhanced level of accountability for expenditures made under the TransNet Extension Ordinance. The ITOC functions in an independent, open, and transparent manner to ensure that all voter mandates are carried out as required and to develop recommendations for improvements to the financial integrity and performance of TransNet programs. The ITOC reports to the public and makes recommendations to the policy advisory committees and the Board of Directors. During the competitive process, the ITOC reviews eligibility and evaluation criteria for the TransNet Senior Mini-Grant program and verifies that Senior Mini-Grant projects recommended for funding are consistent with the TransNet Extension Ordinance and Senior Mini-Grant Program objectives. The ITOC receives grant status update reports on the performance of Senior Mini-Grant projects on a quarterly basis.
Public Participation and Outreach

In addition to the SSTAC, other local agencies, stakeholders, members of the public, and public and private transportation partners are involved in the development of the Coordinated Plan and project eligibility and evaluation criteria for the Section 5310 and Senior Mini-Grant programs.

SANDAG maintains a wide-ranging list of public and private transportation providers, social services providers, school districts, tribes, and businesses, which is used to distribute the notice of availability of funds. This notice includes information regarding a Grant Applicant Workshop that informs interested applicants about program requirements and provides instructions for completing an application.

Short-Range Transit Planning Division and Other SANDAG Departments

The Short-Range Transit Planning Division (SRTP) (within the SANDAG Department of Land Use and Transportation Planning) perform transit-related activities, which include: preparing and updating the Coordinated Plan, transit performance monitoring per the Transportation Development Act, federal Title VI monitoring and reporting, developing fare policy and fare setting, providing assistance to transit operators, developing and evaluating operating plans for new TransNet-funded services, conducting corridor and station planning studies as part of the project development process for new rail and bus capital projects, and administering the Specialized Transportation Grant Program.

Within the SRTP Division, a Grants Administrator and Regional Planner manage the Specialized Transportation Grant Program and competitive process and are supported by a Senior Regional Planner and Principal Regional Planner, who provide supervisory level oversight.

There are several other SANDAG departments that support the SRTP Division in administering and monitoring the Specialized Transportation Grant Program. SRTP staff coordinates with staff from the Office of General Counsel (Legal Department), Contracts and Procurement Division (within the SANDAG Administration Department), and Finance Department. For administration of the Senior Mini-Grant program, SRTP staff additionally coordinates with the TransNet Department. These staff members assist SRTP staff throughout various phases of the competitive process as well as in executing grant agreements, procuring grant-funded vehicles, monitoring overall program performance, and fulfilling all federal and local reporting requirements.

SANDAG administers several other grant programs in addition to the Specialized Transportation Grant Program. To increase collaboration among SANDAG grant programs and receive input on grant administration from various SANDAG departments, SANDAG established an internal Grants Coordination Team. The Grants Coordination Team consists of grant project managers from the Land Use and Transportation Planning Department as well as key staff members in the Office of General Counsel, Contracts and Procurement Division, Finance Department, TransNet Department, and Communications Department. The Grants Coordination Team meets monthly to discuss grant implementation procedures, budgeting needs, coordination opportunities, and lessons learned.

Recipients/Subrecipients

Each specialized transportation grant program administered through SANDAG has different program requirements, including the type of organizations eligible to apply for grant funds. Only eligible applicants per program requirements may receive grant funding for that particular program. All organizations that are awarded funding and enter into a grant agreement with SANDAG are responsible for meeting program
requirements and grant agreement requirements including, but not limited to, reporting requirements related to Title VI of the Civil Rights Act, making best efforts to execute grant projects, and complying with other applicable local, state, and federal requirements.

As previously stated, SANDAG is the designated recipient of Section 5310 funds (and formerly of JARC and New Freedom funds) for the urbanized area in San Diego County. SANDAG is a grantee of the FTA and is considered a direct recipient of federal funds. Organizations receiving federal funds through SANDAG, and that are not direct recipients of the FTA, are considered subrecipients. SANDAG submits a grant application to the FTA and monitors subrecipient compliance with federal requirements. Though San Diego’s two transit operators are direct recipients of federal funds under certain federal programs (e.g. Section 5307), NCTD and MTS are not direct recipients of Section 5310 funds. Therefore, like other subrecipients, NCTD and MTS enter into a subrecipient relationship with SANDAG to receive Section 5310 funds.

Similarly, SANDAG executes grant agreements with grantees awarded TransNet Senior Mini-Grant funds and monitors grantees’ performance.

1.3 Program Background and Program Goals

SANDAG is responsible for the administration of four specialized transportation grant programs, listed below.

1. JARC – former federal program under SAFETEA-LU
2. New Freedom – former federal program under SAFETEA-LU
3. Section 5310 – federal program administered by SANDAG under MAP-21 and the FAST Act
4. Senior Mini-Grant – local program funded through TransNet

The SANDAG Specialized Transportation Grant Programs began the fall of 2006 when SANDAG held its first competitive process to distribute JARC and New Freedom funds. Since then SANDAG has held eight additional competitive processes for a total of nine funding cycles. Table 1.1 provides information on each of the funding cycles, including the Federal Fiscal Year (FFY) (for federal programs) or Fiscal Year (FY) (for the Senior Mini-Grant program) of program funds distributed, the open and close of the call for projects, and the date when the Board of Directors approved funding.
Table 1.1: Funding Cycles of Specialized Transportation Grant Programs

<table>
<thead>
<tr>
<th>Cycle</th>
<th>FFY or FY of Funding/Grant Program</th>
<th>Call for Projects</th>
<th>Approval of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FFY 2006 JARC</td>
<td>October 6 – November 16, 2006</td>
<td>February 27, 2007</td>
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<tr>
<td></td>
<td>FFY 2006 New Freedom</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FFY 2007 - FFY 2009 New Freedom</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>FY 2009 Senior Mini-Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>FFY 2009 JARC</td>
<td>October 1 – December 12, 2008</td>
<td>February 27, 2009</td>
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<tr>
<td></td>
<td>FFY 2010 JARC</td>
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<td></td>
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<tr>
<td></td>
<td>FY 2012 - FY 2013 Senior Mini-Grant</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>FFY 2011 New Freedom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>FFY 2012 JARC</td>
<td>August 1 – October 31, 2012</td>
<td>March 22, 2013</td>
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<tr>
<td></td>
<td>FFY 2012 New Freedom</td>
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<td></td>
<td>FY 2014 - FY 2015 Senior Mini-Grant</td>
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<td>FY 2016 - FY 2017 Senior Mini-Grant</td>
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<tr>
<td>9</td>
<td>FFY 2015 – FFY 2016 Section 5310</td>
<td>July 22 – October 24, 2016</td>
<td>March 24, 2017</td>
</tr>
<tr>
<td></td>
<td>FY 2018 – FY 2019 Senior Mini-Grant</td>
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</tr>
</tbody>
</table>

The following sections provide background information and outline program goals of each grant program previously and currently administered by SANDAG.

Job Access and Reverse Commute Program

The JARC program was a federal program authorized under SAFETEA-LU, which was enacted on August 10, 2005. FTA guidance for JARC (FTA C 9050.1) was released on May 1, 2007, and continues to inform SANDAG monitoring of JARC-funded projects. The goals of the JARC program, as stated in FTA C 9050.1, are to improve access to transportation service to employment and employment-related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized and non-urbanized areas to suburban employment opportunities. The JARC program therefore provides grant funds to support transportation services planned, designed, and carried out to meet the transportation needs of low-income individuals and reverse commuters regardless of income.
MAP-21 eliminated JARC as a stand-alone program. Projects once eligible under JARC are now eligible under the Section 5307 Urbanized Area Formula Grant program. SANDAG continues to monitor and provide administrative support to projects awarded JARC funds through previous competitive grant cycles.

New Freedom Program

The New Freedom program was a federal program authorized under SAFETEA-LU. FTA guidance for New Freedom (FTA C 9045.1) was released on May 1, 2007, and continues to inform SANDAG monitoring of New Freedom projects. The goal of the New Freedom program, as stated in FTA C 9045.1, is to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation in society. The New Freedom program provides grant funding for specialized transportation services for individuals with disabilities that exceed the minimum requirements of the Americans with Disabilities Act of 1990 (ADA).

MAP-21 folded the New Freedom program into the Section 5310 program. Projects once eligible under the New Freedom program are now eligible under the Section 5310 program. SANDAG continues to monitor and provide administrative support to projects awarded funds through the New Freedom program from previous competitive grant cycles.

Section 5310 Program

Under MAP-21, enacted on July 6, 2012, the Section 5310 program merged with the former New Freedom program to become the new Section 5310 program: Enhanced Mobility of Seniors and Individuals with Disabilities. FTA released guidance for the Section 5310 program on June 6, 2014 (FTA C 9070.1G). The goal of the Section 5310 program, as stated in FTA C 9070.1G, is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation services and expanding the transportation mobility options available. The Section 5310 program provides grant funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors (aged 65 and older) and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

Senior Mini-Grant Program

*TransNet* is San Diego County’s half-cent sales tax for transportation projects. The *TransNet* Extension Ordinance, passed by San Diego voters in November 2004, includes a provision for a Senior Mini-Grant program to provide specialized transportation services for seniors. The *TransNet* Extension Ordinance states that Senior Mini-Grant funds shall be used for innovative and cost-effective specialized transportation services for older adults (age 60 and older) including, but not limited to, shared group services, special shuttle services using volunteers, and brokerage of multi-jurisdictional transportation services. The program requirements were developed with stakeholder input.
Chapter 2: Distribution Of Funds

2.1 Funding Sources

The San Diego Association of Governments (SANDAG) distributes both federal and local funds through the Specialized Transportation Grant Program. The former Job Access and Reverse Commute (JARC) and New Freedom programs and the current Section 5310 program are funded through the Federal Transit Administration (FTA). The TransNet Senior Mini-Grant program is funded through the TransNet half-cent sales tax for transportation in San Diego County. The following sections provide more information on these two funding sources.

Federal Funds

The FTA provides funds for the construction, operation, and maintenance of public transportation systems through several discretionary and formula grant programs. The former JARC and New Freedom programs and the Section 5310 program are formula grants. Funding apportionments for formula grants are based on certain pre-existing criteria. For the Section 5310 program, for example, funds are apportioned to large urbanized areas based on the ratio of the number of seniors and individuals with disabilities in that large urbanized area to the number of seniors and individuals with disabilities in all large urbanized areas across the United States. The designated recipients for the large urbanized areas receive a fixed apportionment based on this formula. Designated recipients do not compete for funding; however, a competitive process is required to distribute formula funding at a local or regional level. Discretionary grant programs, conversely, require applicants to compete at a national level for funding, and the type of projects awarded funds and the amount of funding awarded is at the discretion of the FTA.

Funds for the Department of Transportation and its related agencies, including the FTA, are appropriated each year through legislation passed by Congress and signed into law by the President. Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America’s Surface Transportation (FAST) Act are the surface transportation reauthorization bills, signed by President Obama on July 6, 2012, and December 4, 2015, respectively, that authorizes funds for the Section 5310 program. Once appropriation legislation is enacted, the FTA publishes Section 5310 apportionments for each large urbanized area in the Federal Register. The FTA also provides program guidance for each of its programs in the form of circulars.

Federal procurement regulations require that projects implemented with funding from the Section 5310 program be the outcome of a competitive solicitation for grant applications. Depending on availability of funds, SANDAG holds a competition biennially to distribute grant funds from up to two consecutive federal fiscal years.

Per federal requirements, SANDAG then programs projects awarded funding through the competitive process into the Regional Transportation Improvement Program (RTIP) through amendments. Projects are later included in the Statewide Transportation Improvement Program (STIP), which is also required by the FTA. Once projects have been programmed into the RTIP and STIP, SANDAG files a grant application to the FTA for the amount of Section 5310 grant funds apportioned to the urbanized areas of the San Diego region, which is equal to the collective funding amount awarded to projects through the local competitive process plus the allowable
funding for the administration of the Section 5310 program. Grant applications are filed through the Transit Award Management System (TrAMS). Once the FTA approves the SANDAG grant application, the grant funds are considered obligated, and SANDAG can execute grant agreements with its subrecipients.

The FTA requires that Section 5310 funds be obligated within the subsequent two federal fiscal years following the federal fiscal year of apportionment. Thus, for example, Section 5310 funds apportioned in Federal Fiscal Year (FFY) 2016 must be obligated by September 30, 2018, which is the last day in FFY 2018. Any Section 5310 funds remaining unobligated at the end of the period of availability will lapse.

Local Funds

Local funding for transportation projects is provided through the countywide half-cent sales tax TransNet, which has been in effect since 1988. In 2004, San Diego voters approved the TransNet Extension Ordinance, which extended TransNet for an additional forty years. The TransNet Extension Ordinance designates a portion of TransNet to support a competitive grant program for nonprofit organizations and local agencies to provide specialized transportation to seniors. This grant program is known as the Senior Mini-Grant program. Like Section 5310 funds, TransNet Senior Mini-Grant funds from up to two fiscal years are competitively awarded on a biennial basis depending on the availability of funding. The Senior Mini-Grant competition is held jointly with the Section 5310 competition. TransNet funds are sales tax revenue from retail transactions within the County, which fluctuate based on spending patterns. Therefore, funding committed to the Senior Mini-Grant program is subject to fluctuations, which may impact funding availability among various competitive processes.

Projects awarded Senior Mini-Grant funding are programmed into the RTIP through amendments. As previously discussed, the ITOC provides oversight of projects funded through TransNet, which includes Senior Mini-Grant projects.

2.2 Specialized Transportation Grant Programs Implementation

Pursuant to program requirements, SANDAG conducts a competitive selection process for projects seeking grant funds through the Section 5310 and Senior Mini-Grant programs. To ensure an open and transparent competitive process, SANDAG involves stakeholder input and public involvement through all phases of program implementation. The following sections provide more detailed information on each phase in the implementation of the Specialized Transportation Grant Program.

Phase I: Development and Release of the Call for Projects

A call for project requires input and preparation from staff in several SANDAG departments. As previously discussed, the amount of available Section 5310 funds is determined by referencing apportionments published in the Federal Register. To determine available Senior Mini-Grant funds, the project manager of the Specialized Transportation Grant Program call for projects consults with the TransNet Department. The TransNet Department calculates annual TransNet revenue estimates and projects the amount of funding available for the Senior Mini-Grant program. The project manager also coordinates with the Office of General Counsel, Contracts and Procurement Division, and Finance Department to determine the competitive process timeline. Once a timeline is established, SANDAG staff attends multiple community meetings to notify the public of availability of funds and the upcoming call for projects.

Meanwhile the project manager prepares materials for the competitive process, including developing or updating the grant applications and eligibility and evaluation criteria. Eligibility and evaluation criteria have
evolved over time based on program experience and input from members of Social Services Transportation Advisory Council (SSTAC) and other stakeholders.

All materials for the call for projects undergo a legal review by the SANDAG Office of General Counsel, and the eligibility and evaluation criteria are reviewed by the SSTAC and Transportation Committee. Eligibility and evaluation criteria for the Senior Mini-Grant program additionally are reviewed by the ITOC. Input from these groups is incorporated into the criteria prior to any action from the Board of Directors. The Transportation Committee then makes a recommendation to the Board of Directors for approval of the eligibility and evaluation criteria. The criteria are revised as needed when SANDAG staff discovers a deficiency or when directed to do so by the Transportation Committee or Board of Directors. The Board of Directors approves the eligibility and evaluation criteria and releases the call for projects.

Phase II: Award of Grant Funding

There are several steps that lead to the eventual award of grant funding. The following sections break down the award process.

Call for Projects and Grant Applicant Workshop

After the project solicitation is released, SANDAG staff holds a Grant Applicant Workshop to review the materials for the call for projects and provide applicants with guidance in completing and submitting a project proposal. Staff from the Short-Range Transit Planning Division (SRTP), Office of General Counsel, Contracts and Procurement Division, Finance Department, and TransNet Department are present at the meeting to answer applicants’ questions. Potential applicants and members of the public may also submit questions via phone or email to SANDAG staff prior to the application submittal deadline. For transparency and consistency, staff responds to questions and makes information available to the public by posting answers to “Frequently Asked Questions” on the SANDAG website.

Grant applications are due within 90 days after the Board of Directors issues the solicitation for proposals. Staff reviews applications to ensure project proposals meet minimum program requirements; address all application questions; and include all required materials, such as a scope of work, budget, and performance indicator worksheet (as applicable).

Evaluation and Prioritization of Projects

Once applications are submitted and reviewed for eligibility by staff, eligible project proposals are distributed to evaluation committees. An evaluation committee is formed for each grant program, and is comprised of SSTAC members and staff from non-applicant agencies or organizations, such as state agencies, municipalities, and social services agencies. Members of the evaluation committee represent experts within the field of specialized transportation, social service providers, and other care providers for seniors and individual with disabilities, and have a strong familiarity with the grant program objectives and requirements. Evaluation committee members are provided with SANDAG Evaluator Guidelines and are required to complete a declaration to ensure they do not have a conflict of interest. The SANDAG Evaluator Guidelines and Declaration Concerning Conflicts form are included as appendices. The evaluation committees convene within a month after the application submittal deadline to discuss their review of the applications and rank projects.

Project rankings are determined using a “Sum of Ranks” approach. Projects receive scores from each evaluator on the evaluation committee based on the evaluation criteria. Project scores are translated into project rankings.
for each evaluator. For example, the project awarded the most points from a single evaluator ranks number one; the project awarded the second most points ranks number two, and so on (with one being the best rank a project can receive). The rankings from each of the evaluators are then summed for each project and ranked to produce an overall project ranking (sum of ranks). Therefore, projects with the lowest overall numerical rank perform the best.

Prior to finalizing the list of overall project rankings, SANDAG staff calculates and applies a performance-based adjustment for applicants that have been awarded specialized transportation grant funds from SANDAG in the past three years. For applicable applicants, the applicant’s performance in operating and managing the most recent 12-month period of its grant(s) is used to determine if an upward or downward adjustment, or no adjustment, is applied to the total score given by each evaluator for each project submitted by the applicant. SANDAG staff uses the Monitoring Checklist (included in the appendix and described in more detail in Chapter 5, Section 5.2) to determine an adjustment ranging from a negative ten percent to a positive two percent. The positive or negative performance adjustment, or lack thereof, to project scores may affect the project ranking for each evaluator and, therefore, the overall project ranking.

The list of overall project rankings (once performance based adjustments are applied) is used to recommend funding allocations in order of rank. The top-ranking projects (or the projects with the lowest overall numerical rank) are recommended for funding in descending rank until funding is exhausted.

For the Section 5310 program, SANDAG must ensure that at least 55 percent of available funds are awarded to Traditional Section 5310 projects. (The distinction between Traditional and Non-traditional Section 5310 projects is discussed in Chapter 3, Section 3.1.) A ranked list of Traditional and Non-traditional Section 5310 projects is made based on the scoring and evaluation of applications. When allocating funds, staff ensures that at least 55 percent of the Section 5310 apportionment is awarded to the highest ranking traditional projects. Then the remaining 35 percent of the Section 5310 apportionment (not including the 10 percent of the funding used for program administration) is awarded to the highest ranking of all remaining (Traditional and Non-traditional) projects based on project ranking.

Following the evaluation committee meetings, evaluation materials undergo a peer-review process by SANDAG staff independent of the Specialized Transportation Grant Program to ensure accuracy of reporting. Upon quality control assurance, the committee’s recommendations for Senior Mini-Grant funding are brought to the ITOC to confirm project eligibility; and recommendations for both Section 5310 and Senior Mini-Grant funding are brought to the Transportation Committee as an information item and then for recommendation to the Board of Directors for final approval. Staff sends a Notice of Intent to Award to all grant applicants with the publications of the ITOC and Transportation Committee staff reports.

**Award of Funding and Programming of Projects**

The Board of Directors reviews the evaluation committees’ funding recommendations and approves the prioritized list of projects for grant funding. Once the Board of Directors awards grant funding, the funded projects must be programmed into the RTIP via an amendment. All RTIP amendments must be approved by the Board of Directors. Upon approval of the RTIP amendment, SRTP staff works with the Finance Department to submit a Section 5310 grant application to the FTA to obligate funds for the selected Section 5310 projects. In total, the process is expected to take about nine to eleven months from the time the call for projects is issued until federal funding is obligated by the FTA. TransNet funds awarded to Senior Mini-Grant projects are available once the RTIP amendment is approved.
Successful Applicant Workshop

After the award of funding, SANDAG hosts a Successful Applicant Workshop for those applicants whose project proposals received funding awards. The workshop is designed to review Section 5310 and Senior Mini-Grant program requirements, contractual obligations, and SANDAG grant implementation procedures. At the workshop, SRTP staff provides a comprehensive overview of the following topics: invoicing, indirect cost allocation plans, vehicle procurement, Title VI compliance, performance monitoring, and federal and local reporting requirements.

In grant applications, applicants are evaluated on their technical capacity. Technical capacity is defined as having the present ability or ability to develop staffing, knowledge, financial systems, internal processes, and project management capacity to successfully implement the project and comply with all applicable local, state, and federal requirements. The Successful Applicant Workshop provides successful applicants with the opportunity to enhance their technical capacity. The workshop acts as training for successful applicants – providing them with the knowledge and tools to ensure successful implementation of their grant-funded projects and compliance with program requirements.

Phase III: Implementation

SRTP staff coordinates with the Contracts and Procurement Division to execute grant agreements with successful applicants. Once the FTA approves the grant obligating Section 5310 funds, SANDAG executes grant agreements with each Section 5310 subrecipient. Execution of grant agreements for Senior Mini-Grant awards can occur immediately after approval of the RTIP amendment.

SANDAG provides a one-year window for the execution of grant agreements through either grant program. This one-year window provides flexibility for returning grantees and ensures the timely use of awarded funds. For successful applicants awarded funds for the continuation of a current grant-funded project, SANDAG will execute the new grant agreement once the current grant agreement has expired. The one-year window ensures that returning grantees have the opportunity for continuous project funding. If returning grantees have funding secured through current grant agreements for longer than the one-year window, they can only apply for the second year of funding through the competitive process. Therefore, the one-year window ensures that funding awards are obligated through grant agreements in a timely manner.

The one-year window aligns with the federal fiscal calendar for Section 5310 grant awards and with the SANDAG fiscal calendar for Senior Mini-Grant awards. The federal fiscal year begins on October 1st and ends on September 30th, whereas the SANDAG fiscal year begins on July 1st and ends June 30th. Grant agreements must be executed within the one-year window as determined by the type of funding (federal v. TransNet) as well as the year(s) of funding awarded (Year 1 or Year 1-2 funding v. Year 2 funding). Table 2.1 shows the one-year windows for the Section 5310 and Senior Mini-Grant funding awarded through the Cycle 9 competitive process.
Table 2.1: Grant Agreement Execution Windows for Funds Awarded Through Cycle 9

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Available Federal Funds (Year of Funding)</th>
<th>Grant Agreement Execution Window</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FFY 2015 Award (Y1 only) or FFY 2015-FFY 2016 Award (Y1-Y2)</td>
<td>FY 2016 Award (Y2 only)</td>
</tr>
<tr>
<td>Section 5310</td>
<td>FFY 2015 (Y1) FFY 2016 (Y2)</td>
<td>October 1, 2017 - September 30, 2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>October 1, 2018 - September 30, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Available TransNet Funds (Year of Funding)</th>
<th>Grant Agreement Execution Window</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Mini-Grant</td>
<td>FY 2018 (Y1) FY 2019 (Y2)</td>
<td>FY 2019 Award (Y2 only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>July 1, 2017 - June 30, 2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>July 1, 2018 - June 30, 2019</td>
</tr>
</tbody>
</table>

Prior to grant agreement execution, the SANDAG Grants Administrator coordinates with successful applicants to confirm the project scope of work, budget, and timeline, which had been submitted in the final application. The Grants Administrator and a SANDAG Contract Analyst prepare the grant agreement and route the agreement for signature. Once the grant agreement has been signed by both the grantee and SANDAG, the grant agreement is considered executed, and SANDAG provides the grantee with a Notice to Proceed. At this point, the grantee may begin work on the project. Grant agreements for the Section 5310 and Senior Mini-Grant Programs are included as appendices.

The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires all direct recipients of FTA grants (who have been awarded over $25,000 awarded on or after October 1, 2010) to report subaward information to the FFATA Subaward Reporting System (FSRS). SANDAG is subject to FFATA and must report subrecipient information and award amounts in FSRS by the end of the month after the month in which Section 5310 grant agreements have been executed.

Phase IV: Monitoring and Reporting

SANDAG has developed a standardized monitoring program for the Specialized Transportation Grant Program. The Grants Administrator tracks individual grant project performance using data provided by the grantee through progress reports submitted with monthly or quarterly invoices. Performance is measured by comparing actual project deliverables and cost-efficiency rates against the deliverables and cost-efficiency rates proposed in the project application. Deliverables and cost-efficiency rates differ among projects due to differences in project parameters. For example, a project with a predominately rural service area tends to have a higher cost per trip than a project with a predominately urban service area. Rural-based programs typically provide longer trips than do urban-based programs to access amenities. Because of differences among projects, SANDAG does not evaluate performance across projects. Rather, SANDAG evaluates individual grantees on their ability to meet the goals proposed in their original applications.

The Grants Administrator reports on the performance of all specialized transportation grant projects to the Transportation Committee on a quarterly basis and to the SSTAC biannually. Additionally, the Grants
Administrator reports exclusively on the performance of Senior Mini-Grant projects to the ITOC on a quarterly basis. These performance reports, known as grant status updates, alert the Transportation Committee of grants at risk of non-performance. Grant status updates are discussed in greater detail in Chapter 5, Section 5.1. As designated recipient of Section 5310 funds, SANDAG reports on the status of Section 5310 projects, known as subawards, to the FTA on a quarterly basis in TrAMS.

The Grants Administrator monitors grantee compliance of all federal, state, and local requirements. Both performance and grant compliance are monitored using the Monitoring Checklist, included in the appendix, which is filled out and completed at regular site visits. Specific program requirements, performance measures, and SANDAG monitoring and reporting procedures will be discussed in greater detail in Chapter 5.
Chapter 3:
Funding Eligibility, Evaluation Criteria, and Program Requirements

3.1 Funding Eligibility

The Section 5310 and Senior Mini-Grant programs have different funding eligibility criteria, which includes criteria on the use of program funds, applying organizations, and types of projects. The following sections discuss these eligibility criteria and distinguish between Section 5310 and Senior Mini-Grant program-specific criteria. Since SANDAG continues to monitor projects funded under the former Job Access and Reverse Commute (JARC) and New Freedom programs, JARC and New Freedom eligibility criteria that require continued monitoring are also discussed.

Geographical Boundaries

The Section 5310 and Senior Mini-Grant programs have differing geographical boundaries in regard to project eligibility. As previously stated, Section 5310 funds under the Fixing America’s Surface Transportation (FAST) Act are apportioned to the large urbanized areas. Therefore, only those projects within the urbanized areas of San Diego County are eligible to receive Section 5310 funds through SANDAG. Figure 1.1 (in Chapter 1) provides a map of the urbanized areas of San Diego County as defined by United States Census Bureau, Census 2010. For projects that serve individuals outside of the urbanized areas of San Diego County, applicants may submit an application to Caltrans for the statewide competition for rural Section 5310 funds.

The Senior Mini-Grant program funds specialized transportation projects within San Diego County. For operating projects under either program, eligibility based on geographical boundaries relates to the areas where the population being served lives – sometimes referred to as the project’s service area – rather than to destination locations. Therefore, ride origins must be within the designated geographic boundary, but destinations may extend beyond.

Eligible Use of Program Funds

For all grant programs, funds are intended to fund specialized, innovative, flexible, and cost-effective programs that support the transportation needs of the target population as identified by the specific programs, and summarized below:

- **Section 5310** – seniors (age 65 years or older) and individuals with disabilities
- **Senior Mini-Grant** – seniors (age 60 or older)
- **JARC (former program)** – persons of limited means and reverse commuters
- **New Freedom (former program)** – individuals with disabilities

To preserve the intentions of these programs in addressing the transportation needs of the specified populations outlined above, SANDAG established a Needs Accommodation Policy. This policy affords the opportunity for coordination among transportation providers that may result in the reduction of transportation
service duplication, and allows passengers on services funded through these grants the option of traveling with companions. The Needs Accommodation Policy was adopted by the Transportation Committee on April 2, 2010, for the Senior Mini-Grant program and on September 2, 2011, for the JARC and New Freedom programs. The Needs Accommodation Policy additionally was included in the eligibility criteria for the Section 5310 program, which was approved by the Board of Directors on July 25, 2014.

Under the Needs Accommodation Policy, three requirements must be met for projects to be funded through these programs:

1. The program is specifically designed to meet the special needs of the target population
2. The target population accounts for at least 80 percent of total ridership
3. Trip priority is given to the target population

For passengers that require Personal Care Attendants (PCA), the PCA will count as neither a target population trip nor a non-target population trip if at least 80 percent of total ridership is accounted for by the target population.

Grant funds are eligible to be used towards the net project cost of a project. Net project cost is defined as part of a project that reasonably cannot be financed from revenues generated through the project. The following definitions aid in understanding how net project cost is calculated.

**Project Expense** is an expense associated with an organization’s daily operations, which includes the costs necessary to operate, maintain, and manage a transportation service. Project expenses may include wages, office supplies, mileage reimbursement, etc.

**Project Revenue** is income that an organization receives from operating a transportation service. Project revenues may include registration fees; other user fees; or fare, including ride-based donations.

The net project cost is calculated by subtracting project revenue from project expenses. Each grant program has a matching funds requirement, which is described in more detail in the Matching Funds Requirement section below. Revenue cannot be used as matching funds for operating and mobility management projects.

**Coordinated Plan Requirement**

MAP-21 and the FAST Act require that projects funded through the Section 5310 program be included in the Coordinated Plan to be eligible for funding. MAP-21 and the FAST Act require that the Coordinated Plan identify the transportation needs of individuals with disabilities, older adults, and people with low incomes; provide the strategies for meeting those local needs; and prioritize transportation services for funding and implementation.

On September 19, 2008, the Transportation Committee adopted a minimum eligibility requirement that all projects selected for funding under the JARC program must be derived from either the Very-High or High Priority Strategies found in the project funding prioritization lists in the Coordinated Plan. Subsequently, this minimum eligibility requirement was also applied to the Senior Mini-Grant, New Freedom, and Section 5310 programs.
Eligible Projects and Applicants

For both the Section 5310 and Senior Mini-Grant programs, operating, capital, and mobility management funds are available. However, the types of projects eligible for funding under each of these grants differ. Under MAP-21 and the FAST Act, there are two different categories of eligible projects for the Section 5310 program: Traditional and Non-traditional. Eligible applicants for Section 5310 funds vary depending on whether the type of project proposed is Traditional or Non-traditional. The following sections outline eligible projects and eligible applicants under each of the Section 5310 project categories and under the Senior Mini-Grant program.

Traditional Section 5310 Projects

Traditional Section 5310 projects are those projects once eligible under the former Section 5310 program as it existed under Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFTEA-LU). The Federal Transit Administration (FTA) defines Traditional Section 5310 projects as “those public transportation capital projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate.” The FTA requires that at least 55 percent of available Section 5310 funds are used towards Traditional Section 5310 projects.

Examples of projects eligible as Traditional Section 5310 projects include, but are not limited to:

- Vehicle procurement
- Passenger facilities
- Support equipment
- Mobility management and coordination programs

Applicants that may apply for funding for Traditional Section 5310 projects include:

- Private nonprofit organizations,
- State or local governmental authorities that:
  1. Are approved by a state to coordinate services for seniors and individuals with disabilities; or
  2. Certify that there are no nonprofit organizations readily available in the area to provide the service.

State or local government authorities whose projects may be considered eligible as a Traditional project must meet at least one of the two requirements listed above to be considered an eligible applicant under the Traditional project category. Governmental authorities eligible to apply for funds as “coordinators of services for seniors and individuals with disabilities” (number 1 above) are those designated by the state to coordinate human service activities in a particular area. Examples of these governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

All other state or local government authorities must certify that there are no nonprofit organizations readily available in the area to provide the service (number 2 above). To satisfy this requirement, state or local government authorities must do the following: hold a public meeting; provide sufficient notice of such public hearing (at least 30 days prior to the date of the public hearing); provide private, nonprofit transportation
providers with individual notice of the public hearing; and pass a resolution certifying that there are no private, nonprofit organizations readily available to provide the service.

**Non-Traditional Section 5310 Projects**

Non-traditional Section 5310 projects are those projects, once eligible under the former New Freedom program, that exceed the ADA minimum requirements, improve access to fixed route service and decrease reliance by individuals with disabilities on ADA complementary paratransit service, or provide alternatives to public transportation that assist seniors and individuals with disabilities with transportation. The FTA mandates that no more than 45 percent of available Section 5310 funds may be used for non-traditional Section 5310 projects.

Examples of projects eligible as Non-traditional Section 5310 projects include, but are not limited to:

- Promoting the use of transit vouchers
- Supporting volunteer driver and aide programs
- Ride-sharing and vanpooling programs

Applicants that may apply for funding for Non-traditional Section 5310 projects include:

- Private nonprofit organizations
- State or local governmental authorities
- Operators of public transportation

Projects that may be considered Traditional Section 5310 projects, but that are proposed by non-traditional project applicants are eligible for funding under the Non-traditional Section 5310 project category. For example, if a state or local governmental authority does not meet the requirements to be eligible as a Traditional project applicant and applies for funding for vehicle procurement, the vehicle procurement project is eligible for funding under the Non-traditional Section 5310 project category.

**Senior Mini-Grant Projects**

The Senior Mini-Grant program funds specialized transportation services for seniors.

Examples of eligible projects include:

- Senior shuttles
- Travel training programs
- Taxi voucher programs
- Volunteer driver programs
- Brokerage of multi-jurisdictional transportation services
- Capital projects, such as purchasing vehicles

Applicants that may apply for Senior Mini-Grant funding include:

- Local government agencies
Private and public transportation operators
Tribal governments
Nonprofit organizations
Social service agencies
Consolidated Transportation Services Agency (CTSA)

Ineligible Expenses

Under the Section 5310 program, subsidized transit fares – including monthly passes, single fares, or multi-trip tickets – are not an eligible expense. Additionally, SANDAG does not reimburse grantees for direct vehicle operating costs, such as fuel, tires, oil, car insurance, or car repairs. Instead, the reimbursement for vehicle operations is done on a per-mile basis at a rate up to the current Internal Revenue Service mileage reimbursement rate. As previously stated, grant funds through both programs are eligible to be used towards the net project cost of a project. Grantees are encouraged to apply project revenues towards operating expenses; however, these project revenues must be subtracted from project expenses when invoicing for reimbursement through SANDAG.

Grant Request Minimum/Maximum Amounts

Initially, SANDAG did not set grant minimum or maximum amounts for any specialized transportation grants resulting in a wide range of grant funding amounts. On April 2, 2010, the Transportation Committee approved setting the Senior Mini-Grant minimum grant request amount at $30,000 per year to ensure SANDAG administrative costs for the program are reasonable, and the maximum grant request amount at $200,000 per year to ensure that the limited funds are distributed to a variety of projects. These grant minimum and maximum amounts were applied to the former JARC and New Freedom programs on September 2, 2011, through an approval by the Transportation Committee.

On July 18, 2014, and July 25, 2014, the Transportation Committee and Board of Directors, respectively, approved to maintain the grant request limits per project ($30,000 to $200,000 per year) and additionally limit applicants to requesting no more than $500,000 per year per grant program through the competitive process. This modification accompanied a reformatting of the application to allow applicants to submit multiple projects in the same application. Applicants are limited to submitting one application per grant program.

Matching Funds Requirement

All specialized transportation grants require a local match. The match requirement differs between the federal grant programs (former JARC and New Freedom programs and the Section 5310 program) and the Senior Mini-Grant program. Further, the match requirement differs among the types of projects: operating, capital, and mobility management.

Federal Grant Programs Match Requirement

Operating projects funded through the former JARC and New Freedom programs and the Section 5310 program require a match amount equal to at least 50 percent (50%) of the net project cost. In other words, federal funds through these programs can be used to support no more than 50 percent (50% grant / 50% match) of the net project costs for operating projects.
Capital and mobility management projects funded through federal grant programs require a match amount equal to at least 20 percent of the net project cost. Federal funds through these programs can be used to support no more than 80 percent (80% grant / 20% match) of the net project cost for capital or mobility management projects. Table 3.1 summarizes the matching requirements for federally funded projects.

Table 3.1: Federal Matching Funds Requirement

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Fund Type</th>
<th>Percent of Net Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Federal Grant</td>
</tr>
<tr>
<td>JARC, New Freedom, or Section 5310</td>
<td>Operating</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Capital or Mobility Management</td>
<td>80</td>
</tr>
</tbody>
</table>

Fare revenue or user fees generated by the service to be supported by these federal grant funds may not be used as matching funds for operating or mobility management projects. Additionally, other Department of Transportation (DOT) funds may not be used as matching funds for any project supported through these federal grant programs.

Eligible match sources for projects funded through the former JARC and New Freedom programs or the Section 5310 program include the following:

- State or local appropriations
- Other non-DOT federal funds that are eligible to be expended for transportation
- TransNet Senior Mini-Grant funds
- Private donations
- Revenues from service contracts
- Net income generated from advertising and concessions
- Donations, volunteered services, or other in-kind contributions
- Income from contracts to provide human service transportation

For clarification, income from contracts to provide human service transportation may be used either as revenues (which reduces the net project cost) or as match funds for operating projects. In either case, the cost of providing the contract service is included in the total project cost. All match sources must be identified and described in the project proposal.

Senior Mini-Grant Program Match Requirement

Operating projects funded through the TransNet Senior Mini-Grant program require a match amount equal to at least 20 percent of the net project cost. TransNet funds can support up to 80 percent (80% grant/20% match) of net project costs for operating projects.

Capital projects funded through the TransNet Senior Mini-Grant program require a match amount equal to at least 80 percent of the net project cost. TransNet funds can support up to 20 percent (20% grant/80% match) of net project costs for capital projects. Table 3.2 summarizes the matching requirements for Senior Mini-Grant projects.
Table 3.2 TransNet Senior Mini-Grant Matching Funds Requirement

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Fund Type</th>
<th>Percent of Net Project Cost</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Grant</td>
</tr>
<tr>
<td>Senior Mini-Grant</td>
<td>Operating</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>Capital</td>
<td>20</td>
</tr>
</tbody>
</table>

Again, fare revenue or user fees generated by the service to be supported by TransNet Senior Mini-Grant funds may not be used as matching funds for operating projects. Any source of funding other than TransNet revenues may be used as match for Senior Mini-Grant projects. This includes revenues from human services contracts and federal funding through the Section 5310 program. All match sources must be identified and described in the project proposal.

Indirect Costs

Indirect costs are costs used for common or joint objectives and cannot be readily assigned to a specific grant, contract, or other activity. An indirect cost rate is a device to fairly and conveniently determine what proportion of indirect costs a specific grant, contract, or activity should bear. An indirect cost rate is the ratio between the total indirect expenses and some direct cost base. The indirect cost allocation methods used by each organization depend on its own structure, program functions, and accounting system.

Section 5310 subrecipients may receive reimbursement for indirect costs if their organization has a federally approved rate. Federal requirements for the determination of allowable and unallowable direct and indirect costs are established in 2 CFR Part 200. Grantees that have never received a negotiated indirect cost rate may choose to use the ten percent (10%) de minimis rate of modified total direct costs. Costs, either direct or indirect, under the de minimis rate must be consistently charged and never double charged.

Applicants intending to use an indirect rate for either Section 5310 or Senior Mini-Grant grant funds must notify SANDAG in its application for funding and at SANDAG’s request provide documentation satisfying SANDAG’s fiscal oversight requirements.

Subrecipient/Recipient Resolution

Per SANDAG Board Policy No. 035, applicants submitting project proposal(s) for Section 5310 or Senior Mini-Grant funds are required to submit a resolution from the applicant’s governing body that: (1) commits to providing the amount of matching funds set forth in the grant application and (2) authorizes applicant staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG. Applicants must submit a resolution two weeks prior to the review of proposed projects and funding recommendations by the Transportation Committee. Failure to provide a resolution that meets the requirements in Board Policy No. 035 results in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee.
3.2 Evaluation Criteria

The evaluation criteria used by the evaluation committees to score and rank project proposals under the Specialized Transportation Grant Program have evolved over time based on SANDAG experience administering the programs. The criteria have been developed and revised using ad hoc working groups composed of members of the Social Services Transportation Advisory Council and other stakeholders, along with public input. The criteria for the Senior Mini-Grant program are also reviewed by the Independent Taxpayer Oversight Committee; and the Transportation Committee recommends and Board of Directors approves the criteria for all programs prior to the Board of Directors releasing the call for projects for each competitive cycle. The criteria are revised as needed when SANDAG staff discovers a deficiency or when directed to do so by the Transportation Committee or Board of Directors.

The evaluation criteria have been standardized between the Section 5310 and Senior Mini-Grant programs. The Minimum Eligibility Criteria, Past Performance Adjustment, and Organization Application criteria are included in the appendix. Additionally, there are evaluation criteria for each of the three project types: operating, capital, mobility management. Evaluation criteria categories and weighting are the same; however, specific questions are tailored to the project type. Criteria for each of the project types are included in the appendix. The following sections discuss the evaluation criteria for both the organization application and project proposals and distinguish differences in criteria among the project types as appropriate.

Goals and Objectives

Organizations are evaluated based on the appropriateness of their project(s) in addressing the transportation needs of the target population as applicable through each grant program. Applicants are asked to identify the service area and population to be served by the project(s), which includes providing pertinent demographic data and a map of their service area. Projects should increase or enhance the availability of transportation for the target population as applicable through each grant program. Organizations also are evaluated on their internal procedures for ensuring meaningful access to their transportation services by low-income persons, minorities, and persons with limited English proficiency (LEP) and ensuring equitable distribution of their services.

Coordination and Program Outreach

The goals and objectives of both the Section 5310 and Senior Mini-Grant programs include the requirement that projects exhibit elements of coordination. Thus, coordination is a key component of the evaluation criteria. Organizations are evaluated on the extent to which they demonstrate coordination. Examples of types of coordination include, but are not limited to:

- Shared use of vehicles
- Centralized dispatching or scheduling
- Coordinated vehicle maintenance
- Back-up transportation
- Joint staff or volunteer training programs
- Joint procurement of services and supplies
- Active participation in local social service transportation planning process
• Coordination of client trips with other transportation agencies

Organizations also are evaluated on their marketing strategies and program outreach. Applicants are asked to describe strategies for marketing their program and promoting public awareness of their transportation services in low income and minority areas as well as among LEP populations. Additionally, applicants are asked to describe how their organization plans to keep key stakeholders involved and informed throughout the project. Applicants must submit one or more Letters of Coordination from other agencies. Letters of Coordination describe how the agency submitting the letter on the applicant’s behalf will coordinate with the applicant in the provision of transportation services. Since it is the role of the CTSA to coordinate specialized transportation services in the region, the CTSA is exempt from submitting Letters of Coordination. Similarly, the two transit operators in San Diego County, Metropolitan Transit System and North County Transit District, also are exempt from submitting letters.

Operational/Implementation Plan

For any project type, applicants are required to provide a detailed description of the proposed project’s implementation plan. Applicants should include information on project tasks, timelines, benchmarks, key personnel, deliverables, and routes and schedules as applicable. For vehicle procurement (capital) projects, applicants should tailor responses to focus on the proposed service parameters of the vehicle(s) for which grant funds are being requested. Applicants should identify the type of service to be provided by grant-funded vehicles (such as fixed route or demand response) and describe their organization’s procedures for dispatching and scheduling trips, performing preventative and routine maintenance of vehicles, and providing driver training. Operating, capital, and mobility management projects alike are evaluated based on the thoroughness of the implementation plan, feasibility of the project deliverables and timeline, and consistency with the grant program’s goals and objectives.

Applicants are asked to contextualize proposed projects within their organization’s transportation program and their organization as a whole. Projects are evaluated on how well the proposed project relates to other services or facilities provided by the applicant.

In support of their responses, applicants are required to submit a scope of work and project schedule. Projects are evaluated on the thoroughness of the scope of work and project schedule in outlining all commitments made in the applicant’s responses in the project proposal. Additionally, projects are evaluated on the applicant’s ability to accomplish those commitments given their technical capacity and the grant period.

Program Effectiveness/Cost Efficiency

Cost efficiency is a key objective under both the Section 5310 and Senior Mini-Grant programs. The intent of these grant programs is to provide the most transportation services and service options as possible for seniors and individuals with disabilities. This goal is achieved by funding cost-effective solutions and leveraging matching funds. Thus, projects are evaluated on their cost efficiency.

Applicants must identify the proposed cost per unit of service to be provided by the project and provide contextual evidence or justification for the proposed cost per unit of service. The unit of service for most operating and mobility management projects is one-way passenger trips; however, units of service may differ depending on the type of project proposed. For capital projects, applicants should provide the proposed cost per unit of service to be provided through the operating of the grant-funded vehicle. Operating, capital, and mobility management projects alike are evaluated on the extent to which the cost per unit of service is reasonable given the type of service being provided. There are several attributes of given service parameters
that affect the cost per unit of service. For example, average trip distance and passenger load can positively or negatively affect the cost of providing a trip. In their application responses, applicants should examine their project’s service parameters and evaluate their cost per unit of service delivered given their service parameters. Applicants also should provide information on the costs per unit of service of comparable services locally or nationally to justify their own project’s cost per unit of service. SANDAG provides evaluators with an informational sheet to assist them in evaluating applicant’s responses to questions pertaining to cost efficiency. The informational sheet provides examples of service parameters that either increase or decrease cost per unit of service and lists the average cost per unit of service for various types of specialized transportation services within the region.

Applicants also are asked to describe the methodologies and procedures their organization will employ to monitor and evaluate the project and service delivery on an ongoing basis. Applicants should indicate steps the organization intends to take if the project’s original goals are not achieved. Projects are evaluated on the extent to which the applicant demonstrates the technical capacity to achieve performance goals and successfully monitors performance indicators.

**Operational Sustainability**

Given uncertainty or fluctuations in the availability and amount of funding in a given year, as well as the competitive process of distributing funds, applicants cannot rely on Section 5310 or Senior Mini-Grant funds to sustain their projects in future years. Applicants are asked to identify other sources of funding that their organization has pursued and describe any other efforts to raise funds to support the project. For capital projects requesting funds for vehicle procurement, applicants should indicate the availability of operating funds. Applicants must ensure that operating funds have been secured and that their organization commits to operating the vehicle at a level no less than 20 service hours per week. Operating, capital, and mobility management projects alike are evaluated on the extent to which the applicant demonstrates a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources. Additionally, projects are evaluated on the financial capability of the organization to sustain operations of the project after the initial grant funding is expended should it receive a grant award.

**Innovation**

Funds through both programs are intended to be used toward innovative transportation solutions. Applicants are asked to describe the innovativeness of the project approach in meeting the transportation needs of the target population. Applicants should describe how these innovations could be applied to other services in the region. Additionally, applicants are asked to identify elements of the project that are environmentally sustainable (such as grouping trips and the use of alternative fuels or clean air vehicles)

**Project Budget/Match Source Explanation**

Applicants are required to submit a project budget and match source explanation with each project proposal. Match source explanations should identify the local source of funding and the amount of funding to be provided by the applicant as match. Eligible matching sources and required match amounts are described in more detail in the Matching Funds Requirement subsection in Chapter 3, Section 3.1 Funding Eligibility. Applicants should include additional information within their match source explanations to validate the availability of these matching funds to be used toward the proposed project. If applicants intend to use another grant as a source of matching funds, applicants must indicate the date the grant was awarded or is anticipated to be awarded. If applicants intend to use in-kind contributions as match, applicants must provide an
explanation of the calculation used to determine the value of the in-kind match. Finally, if applicants intend to use personal fundraising or donations, applicants should explain strategies used to raise funds and/or secure letters of support from private donors.

Projects are evaluated on the extent to which the project budget is clearly defined and feasible and the extent to which the source of local match is stable.

**Performance Indicators**

SANDAG uses performance indicators to evaluate and monitor the effectiveness of the project including cost efficiency. Performance indicators vary based on project type. For operating projects, applicants are asked to complete a performance indicator worksheet. Projects are evaluated on the following three indicators: operating cost per vehicle service hour, operating cost per one-way passenger trip, and seat utilization. Projects are evaluated on a set of matrices that assumes that an organization experiences increased efficiencies in implementing their projects over time. Therefore, projects are evaluated on increasingly progressive efficiency standards based on the number of years that the organization’s transportation program has been in service.

For capital projects, applicants are asked to fill out a performance indicator chart with information on the proposed transportation services to be provided by the requested vehicle(s). Each requested vehicle (which is considered one project) is evaluated on the proposed service hours per week and proposed seat utilization. Additionally, applicants are asked to describe methodologies and procedures for monitoring and evaluation of the project and steps to be taken if original goals are not achieved.

For mobility management projects, applicants are asked to identify performance indicators that their organization will use to both measure the effectiveness of the proposed project and evaluate the project in meeting identified goals. Performance indicators may include number of clients served, outreach efforts, information referrals, or other measurable units of service. Projects are evaluated on the performance indicators identified in applicant’s proposals. Additionally, applicants are asked to describe methodologies and procedures for monitoring and evaluating the project and steps to be taken if original goals are not achieved.

**3.3 Program Requirements**

SANDAG has developed a robust set of program requirements that applies to both subrecipients of Section 5310 funds and recipients of Senior Mini-Grant funds (collectively referred to as grantees). Additionally, SANDAG passes through all federal requirements to Section 5310 subrecipients. The following sections describe the program requirements that all grantees must comply with per their grant agreement with SANDAG, and additionally distinguishes federal requirements applicable to only Section 5310 subrecipients.

**Ethics**

Grantees must comply with all provisions in the SANDAG grant agreement and are responsible for compliance of third-party contractors at any tier. Grantees must maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts supported with funds awarded by SANDAG.

SANDAG has established policies concerning potential conflicts of interest, which apply to its grantees. Grantees are prohibited from engaging in any practices that might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and its grantees are specifically
prohibited from participating in the selection process for procurement when staff members have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or its grantees if one of their respective board members or staff has a prohibited financial interest in the contract. Further, SANDAG and its grantees’ officers, employees, board members, or agents cannot solicit or accept gratuities, favors, or anything of monetary value from any present or potential third-party contractor at any tier or agent thereof.

The written code of conduct must include the above provisions and penalties, sanctions, or other disciplinary actions for violation of these provisions by SANDAG and its grantees’ officers, employees, board members, agents, or third-party contractors at any tier. If grantees have any reason to believe a conflict of interest exists with regard to their grant agreement with SANDAG or their project, grantees are to notify the SANDAG Office of General Counsel immediately.

**Equal Employment Opportunity**

The Equal Employment Opportunity (EEO) provision requires that all grantees provide equal employment to all people, without regard to race, color, religion, sex, national origin, or any other class of persons protected by state or federal law. SANDAG requires that subrecipients of federal funds, including Section 5310 subrecipients, certify their compliance with the EEO federal requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 United States Code [U.S.C.] 2000e and 49 U.S.C. 5332) and any implementing requirements FTA or SANDAG may issue. This certification is required prior to contract execution and annually thereafter.

SANDAG does not discriminate on the basis of race, color, sex, national origin, disability, or any other class protected by state or federal law in the award and performance of any third-party contract executed under the TransNet, Section 5310, JARC, or New Freedom programs.

**Non-Discrimination**

SANDAG includes non-discrimination provisions in the grant agreements with all grantees. These provisions are applicable to grantees awarded local (TransNet Senior Mini-Grant) and federal funds. The federal specialized transportation programs have additional program requirements regarding non-discrimination, which are described in more detail in the Federal Requirements subsection below. As with all provisions in the SANDAG grant agreement, grantees must include non-discrimination and compliance provisions in all contracts with third-party entities.

Grantees are prohibited from unlawfully discriminating, harassing, or allowing harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition, age (over 40 years), marital status, denial of family and medical care leave, denial of pregnancy disability leave, or any other class protected by state or federal law. Grantees are required to ensure that the evaluation and treatment of their employees and applicants for employment, and the employees and applicants for employment of any third-party contractor, are free from such discrimination and harassment. Grantees and third-party contractors must comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900 et seq.) and any associated regulations (California Code of Regulations, Title 2, Section 1000 et seq.). Grantees and its third-party contractors must provide written notice of their obligations under these provisions to labor organizations with which they have a collective bargaining or other agreement.
Because SANDAG receives federal funds, SANDAG must comply with federal requirements and regulations. Under its agreement with the FTA, SANDAG passes down applicable requirements to all grantees and third-party contractors regardless of funding source. Therefore, there are some federal requirements that are applicable to recipients of TransNet Senior Mini-Grant funds. All grantees are required to comply, and ensure compliance by third-party contractors, with the Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) and United States DOT regulations, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act, Title 49 Code of Federal Regulations (CFR.), Part 21. By complying with these provisions and regulations, no person, on the basis of race, color, national origin, religion, sex, or age will be excluded from participation in or be denied the benefits of any project for which the grantee receives federal or local funding via SANDAG. Grantees are also prohibited from discriminating against low-income individuals pursuant to US DOT Order 5610.2, FTA Circular 4702.1B, and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. Grantees are responsible to ensure meaningful access to their transportation program by limited English proficient persons pursuant to Executive Order 13166.

All grantees are required to record Title VI investigations, complaints, and lawsuits per the Title VI requirements discussed above. Grantees must inform SANDAG of any active investigations, lawsuits, or complaints alleging the grantee discriminated on the basis of race, color, or national origin. Information should include the date, summary of allegations, current status, and actions taken by the grantee in response to the investigation, lawsuit, or complaint. Grantees must establish and implement procedures to ensure timely resolution of complaints, and sufficiently document steps taken to investigate and address complaints. Grantees must make these records available to SANDAG for inspection during audits. Grantees are required to notify SANDAG of Title VI-related complaints made by employees, volunteers, clients, or the general public against their transportation program within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

Disability Accommodations

Grantees are subject to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the ADA, as amended (42 U.S.C. 12101, et seq.), and the United States DOT regulations implementing these laws, which include 49 C.F.R. 27, 37, 38, and 39. Under these provisions, grantees are prohibited from discriminating against qualified individuals with disabilities in all programs, activities, and public services. These provisions impose additional requirements on public and private providers of public transportation and specify accessibility requirements for the design and construction of new transportation facilities and vehicles. Subrecipients of federal funds who are providers of demand-response services are required to use vehicles that are accessible to and usable by individuals with disabilities, including individuals using wheelchairs; or meet the applicable equivalent service standard. Additionally, all grantees are required to maintain service requirements that ensure that individuals with disabilities are provided equal opportunity to use transportation services.

Grantees are additionally subject to Titles I, II, III, IV, and V of the ADA, which include provisions in the areas of employment, public services, public accommodations, and telecommunications among other provisions. For example, grantees are required to hold public meetings at locations that are accessible to individuals with disabilities. All grantees are required to record ADA complaints and inform SANDAG of any active investigations, lawsuits, or complaints alleging the grantee discriminated on the basis of disability. Grantees must establish and implement procedures to ensure timely resolution of complaints, and sufficiently document steps taken to investigate and address complaints. Grantees must make these records available to SANDAG for inspection during audits. Grantees are required to notify SANDAG of ADA-related complaints made by
employees, volunteers, clients, or the general public against their transportation program within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

Insurance

Grantees must comply with insurance provisions included in the grant agreement. Grantees are required to procure and maintain during the project period, and for 12 months following completion of the project, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance. Per the SANDAG grant agreement, grantees are required to maintain general liability insurance with a minimum 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 general liability policy must include an acceptable “Waiver of Transfer Rights of Recovery Against Others Endorsement” and name SANDAG as an additional insured in the endorsement. A deductible or retention may be used, subject to approval by SANDAG. Grantees are also required to maintain automobile liability insurance of an amount not less than $1,000,000 for personal and bodily injury, including death, and property damage. Lastly, grantees are required to maintain workers’ compensation and employer’s liability insurance. The policy must comply with the laws of the State of California and include an acceptable “Waiver of Right to Recover from Others Endorsement” naming SANDAG as an additional insured.

These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under its grantees’ insurance. Each insurance policy shall contain a clause which provides that the policy may not be canceled without first giving 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, and thus requires grantees to provide SANDAG 30 days advanced notice.

Grantees must provide satisfactory proof by one or more certificates of insurance (COIs) that it has the required insurance as described above. SANDAG uses an online management system for collecting and managing insurance certificates, as well as verifying grantees’ insurance coverage. Prior to grant execution, grantees will receive notification from SANDAG’s insurance management vendor requesting proof of insurance. Grantees are prohibited from starting the grant project until SANDAG’s insurance management vendor has confirmed receipt of compliant insurance certificates. SANDAG will not provide payment prior to receipt of compliant insurance certificates and will not reimburse for expenses incurred prior to the receipt of compliant insurance certificates. As COIs must be updated annually, grantees must ensure that their insurance agent(s) comply with requests for updated information from SANDAG’s insurance management vendor on no less than an annual basis. Grantees also are responsible for ensuring that their insurance agent(s) sends SANDAG updated COIs throughout the term of the grant agreement.

Third-Party Contracting

Grantees may choose to contract services under the grant agreement to a third-party entity. If possible, applicants should identify in their project proposals any third-party entities with which they intend to subcontract services performed under the grant project. If they do not identify a third-party contractor in their project proposal, grantees are required to comply with SANDAG third-party contracting provisions outlined in their grant agreements. Additionally, grantees receiving federal funds (e.g., Section 5310 subrecipients) are required to comply with all federal procurement requirements and regulations.

For procurement of services valued at $3,500 or less, grantees do not need to procure the services competitively. Rather, grantees may select a vendor of their choice as long as the price of the service is fair and
reasonable. For procurement of service valued over $3,500 (but no more than $100,000) and for which grantees did not identify a third-party contractor in their project proposals, the grantee is required to select a vendor based on a competitive selection process. Grantees must hold an informal competitive selection process in which they gather bids from a minimum of three qualified vendors. Grantees should provide a scope of work to all bidders in order to obtain price, rate quotations, or best values.

For all third-party contracting, grantees should have a written agreement with third-party contractors to perform the desired work; and notify SANDAG of the grantee-third-party contractor relationship. SANDAG encourages grantees to include all SANDAG grant agreement provisions in their agreements with third-party contractors. Regardless of the amount of project responsibilities that grantees delegate to third-party contractors, grantees—not third-party contractors—are ultimately responsible for compliance with all applicable laws, regulations, and provisions outlined in the SANDAG grant agreement. SANDAG will provide reimbursement for work performed by third-party contractors only after those expenses are incurred and paid for by the grantee.

Scope of Performance

Grantees may not begin work on the project until all required documents, such as certificates of insurance, have been collected by SANDAG, and the grant agreement is executed. Once the grant agreement is executed, SANDAG issues the grantee a Notice to Proceed, and the grantee may then begin work on the project. SANDAG will not reimburse grantees for expenses incurred prior to the issuance of the Notice to Proceed. Grantees are required to implement the project as described in the project scope of work, which is included in the grant agreement. Grantees are required to inform SANDAG of any changes to the scope of work during the grant period, including changes to the project service area. SANDAG will determine whether the project, given these changes, is still consistent with the overall objectives of the grant program under which the project is being funded (either the Section 5310 or TransNet Senior Mini-Grant program) and whether the change would have negatively affected the project ranking during the competitive process. SANDAG reserves the right to withhold or rescind grant funding due to substantive changes to the project.

SANDAG monitors grantees’ performance regularly, with the submittal of invoices and at scheduled site visits. SANDAG staff uses internal budget tracking procedures and the Monitoring Checklist, included in the appendix to monitor grantees’ performance. While some of the questions on the Monitoring Checklist are related to good business practices, most questions seek to determine the consistency of grantees’ project delivery with that reflected in their scopes of work and assess grantees’ compliance with provisions in the grant agreement. Grantees should review the Monitoring Checklist to ensure good performance, compliance with provisions in the grant agreement, and integration of best practices within the operation and management of the grant project as applicable.

Among the performance indicators tracked and monitored by SANDAG, cost efficiency plays a large role in assessing grant performance. The cost efficiency of a grant project is measured by comparing the actual cost per unit of service delivered to the proposed cost per unit of service as reflected in the scope of work. SANDAG has established initial (after six months of a two-year grant) and midpoint (after twelve months of a two-year grant) performance milestones. By the initial milestone, grantees are required to deliver an actual cost per unit of service at or below 130 percent of their proposed cost per unit of service as reflected on their scopes of work. If the project’s actual cost per unit of service delivered exceeds the 130 percent threshold at or any point after the initial milestone of the grant period, SANDAG will issue the grantee a written Notice to Complete a Recovery Plan. Recovery plans must include a detailed description of how the grantee intends to bring cost efficiency within 130 percent of the cost per unit of service reflected in the scope of work. Recovery plans must
include an implementation schedule that reflects achievement of a cost per unit of service at or below the 130 percent threshold within six months after the Notice to Complete a Recovery Plan was issued. Grantees are required to submit recovery plans to the SANDAG project manager within 30 calendar days following the issue date of the Notice to Complete a Recovery Plan. If a grantee’s performance does not improve, SANDAG staff will update the Transportation Committee on the status of the grant project for its determination on continuing to fund the project. SANDAG may terminate the grant agreement at its discretion.

If grantees are non-compliant with provisions in the grant agreement (other than cost-efficiency provisions), grantees must submit a corrective action plan. At site visits, SANDAG and grantee project managers review any compliance deficiencies identified through completing the Monitoring Checklist, and discuss responses and solutions to these deficiencies. Grantees are required to submit a corrective action plan within ten (10) days of the site visit at which a deficiency or deficiencies were identified. Corrective action plans must include the steps the grantee will take to correct each deficiency and comply with grant provisions. Grantees must implement the corrective action(s) within 30 days from the identification of the compliance deficiency. If a grantee does not take corrective action, SANDAG staff will update the Transportation Committee on the status of the grant project for its determination on continuing to fund the project. SANDAG may terminate the grant agreement at its discretion.

Grantees are required to record and track complaints made by clients or the general public against their transportation program. In particular, grantees are required to track complaints as they pertain to the following three categories: ADA, Title VI, and service quality. If the grantee receives an ADA or Title VI-related complaint, they must notify SANDAG of the complaint within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation. Grantees are required to report the receipt of any complaint within a given reporting period on their progress report for that reporting period. Grantees must establish and implement procedures to resolve complaints in a timely manner and sufficiently document the steps taken to investigate and resolve the complaint. Grantees must make these records available to SANDAG for inspection during audits. Through the review of regular progress reports and site visits, SANDAG staff monitors the number and type of complaints received by grantees and works closely with grantees to ensure timely resolutions are reached.

**Invoicing**

Grantees are provided funding for their project on a reimbursement basis. Grantees must submit an invoice packet no more frequently than monthly and no less frequently than quarterly. Grantees may not request reimbursement for expenses incurred prior to the project start date indicated in the grant agreement. Similarly, grantees may not request reimbursement for expenses incurred after the project close date or after the grant agreement has expired or been terminated. Invoice packets should contain an invoice, expense by task detail, back-up documentation for each expense item, and progress report. An example of the invoice packet template, including the progress report form, is included in the appendix.
Task Detail and Invoice Form

Prior to the start of a grant project, SANDAG staff updates the standard invoice packet excel workbook with project tasks, budget, and other project-specific details. Once updated, staff provides the grantee with the invoice packet excel workbook to use for invoicing for the grant project period. Grantees that have multiple SANDAG grant agreements will receive an invoice template for each grant project.

In completing an invoice, grantees fill out the task detail spreadsheet by allocating that period’s expenses among the reimbursable, match, and revenue columns per project task as appropriate. The sum of the reimbursable amount, matching funds, and revenue for any given task (which is auto-calculated in the total column) should equal the total expense amount incurred by the grantee under that task during the invoice period. Grantees may choose how to allocate matching funds and revenue per task; however, they must ensure that matching funds and revenues are not duplicative of other project costs. In other words, matching funds and revenues reduce the amount that may be claimed for reimbursement.

Grantees may only request reimbursement for the grant-supported portion of the net project cost of the project (e.g., 80% for Senior Mini-Grant operating projects). As previously stated, the net project cost is calculated as total project cost less any revenue generated through the project. Grantees should report revenue; however, revenue is subtracted out of the total expenses incurred by the grantee. Matching funds account for the portion of net project costs not supported by the grant. Therefore, the net project expenses (expenses minus revenue) for a given invoice period is split between the reimbursable amount and matching funds columns on the task detail spreadsheet. The amount of matching funds allocated per invoice varies depending on the required match percentage for the particular project (e.g., 20% for Senior Mini-Grant operating projects) and depending on how grantees choose to allocate their matching funds over the grant project period. Grantees may choose to provide more matching funds up front, or “over-match”, at the beginning of the grant, and then provide less matching funds, or “under-match”, towards the end of the grant. Regardless, grantees must continually meet the required cumulative match percentage to receive payment for the reimbursable amount. SANDAG will not pay an invoice if the required cumulative match percentage is not met.

The task detail spreadsheet allows grantees to allocate project expenses to specific tasks from their project’s scope of work. Amounts entered into the task detail spreadsheet will auto-populate in the invoice spreadsheet. Grantees will need to continually update the box for “previous period-to-date expenses” on the invoice form as they continue to submit invoices. The “previous period-to-date expenses” box can be easily updated by copying the values in the “totals” box from the previous submitted invoice and pasting them into the “previous period-to-date expenses” box for the current invoice. This allows grantees to track total project expenditures over the grant project period. SANDAG staff additionally tracks total project expenditures through internal budget tracking procedures, and may provide a grantee with an updated invoice template should discrepancies occur between project actuals as indicated through SANDAG financial statements and project actuals as reported by the grantee.

Back-Up Documentation

Grantees must include back-up documentation for every expense item included in the invoice, including expenses to be paid through matching funds. Expense items that do not have back-up documentation are not eligible for reimbursement by SANDAG. SANDAG staff works closely with grantees to ensure that all required back-up documentation is included in submitted invoices. Back-up documentation may include payroll documents, receipts, invoices from contracted services, bank statements, or any other proof of an eligible expense incurred by the grantee as it relates to the project. As previously discussed in the Ineligible Expenses
subsection in Chapter 3, Section 3.1, SANDAG does not reimburse for direct vehicle operating costs, such as fuel, tires, oil, car insurance, or car repairs. Instead, the reimbursement for vehicle operations is done on a per-mile basis at a rate up to the Internal Revenue Service mileage reimbursement rate. To receive mileage reimbursement, grantees must include a mileage log as back-up documentation.

Grantees must also include documentation of matching funds and revenues collected through the project. If a grantee is using in-kind contributions as match, the value of the in-kind contribution should be calculated using the methodology the grantee provided in the project application.

**Project Progress Report and Data Report Forms**

Grantees must complete progress reports regularly. There are two progress report forms: one to be completed for operating or mobility management projects and one to be completed for capital projects. Grantees should fill out the progress report form that corresponds with their project’s funding type. For operating or mobility management projects, grantees must submit a progress report with each invoice (monthly or quarterly) to receive reimbursement. For capital projects, grantees must submit a progress report quarterly.

For operating and mobility management projects, the progress report is comprised of two spreadsheets – the progress report form and data report form – which are included in the invoice packet Excel workbook along with the task detail and invoice form spreadsheets. Grantees are responsible for completing the “Project Progress” and “Service Expansion” sections (Section 2 and Section 4, respectively) in the progress report form. Under Section 2 “Project Progress”, grantees are asked to list the tasks worked on or completed during the invoice period (2A) and tasks scheduled to be completed in the next invoice period, including media and outreach efforts (2B). Grantees should include information on upcoming community outreach or marketing activities. Additionally, grantees are asked to explain any problems or challenges that their organization encountered during the reporting period, including any compliance deficiencies identified during the most recent site visit (2C); and describe the resolutions determined to address these problems or challenges in the next reporting period, including corrective action plans to address identified compliance deficiencies (2D).

Under Section 4 “Service Expansion”, grantees are given the opportunity to describe any changes to their service (4A). Service changes may include changes to the grantee’s geographic coverage, service quality, or service times. Additionally, grantees are asked to describe any efforts that their organization has employed to expand their customer base (4B). Grantees are required to record the number of complaints their organization has received from clients or the general public against their transportation program during the reporting period (4C). Further, grantees must discern the nature of a complaint and categorize the complaint as related to one or more of the following subject areas: (1) ADA, (2) Title VI / Non-discrimination, and/or (3) service quality. If a grantee receives a single complaint that addresses more than one of the subject areas described above, the grantee should record the complaint under each subject area for which it pertains. Grantees must address and resolve complaints in a timely manner. Grantees have the opportunity to describe efforts to resolve any complaints that remain unresolved at the time of invoicing on their progress report for that reporting period (4D). The data report form requires grantees with operating or mobility management projects to provide the following information, as applicable: one-way passenger trips or other units of service, vehicle revenue service hours, and available seats (calculated by multiplying the number of vehicle trips by the number of seats in the vehicle). Grantees should provide project actuals for the reporting period and include proof within the invoice back-up documentation to support the data. For example, trip logs, or mileage logs that additionally track the number of vehicle trips and one-way passenger trips provided, can serve as back-up documentation for project actuals reported on the data report form. SANDAG staff works closely with grantees to validate the accuracy of project data.
Based on data entered by the grantee, the following performance indicators are auto-calculated and reported on the data report form for operating or mobility management projects: cost per one-way passenger trip or other unit of service, cost per revenue service hour, and passenger seat utilization. Due to varying project types and service parameters, not all performance indicators are applicable to all projects. For example, mobility management projects do not involve the operation of vehicles. Therefore, the “cost per revenue service hour” and “passenger seat utilization” performance indicators are not applicable. All projects, however, have a “cost per unit of service delivered” (or “cost efficiency”) performance indicator. SANDAG staff tracks the project deliverables and the applicable performance indicators for each reporting period to monitor the progress and performance of the project. SANDAG monitoring and reporting procedures are discussed in more detail in Chapter 5.

For capital projects, grantees do not submit invoices quarterly. (Grant implementation and procedures as they pertain specifically to capital projects are discussed in more detail in Chapter 4.) Grantees are required, however, to submit progress reports quarterly. The progress report form for capital projects is included in a stand-alone excel workbook. Similar to the invoice packet excel workbook, SANDAG staff updates the capital project progress report form with project-specific information and provides it to the grantee once vehicle(s) or other equipment has been procured. The capital project progress report form is included in Appendix K.

The capital project progress report requires grantees to report average weekly service hours of grant-funded vehicles, number of one-way passenger trips provided during the reporting period, vehicle odometer readings for the reporting period, planned date(s) of preventative maintenance inspections (PMIs) per the grantee’s maintenance plan, date PMIs were completed, and any damages and repairs to vehicles. Grantees must operate grant-funded vehicles at least 20 hours per week as required through the SANDAG grant agreement. Data required through the capital project progress report allows SANDAG to track vehicle mileage and ensure the minimum service requirement is met.

Grantees should notify SANDAG immediately if a grant-funded vehicle is taken out of service for more than three business days due to loss, damage, or repairs. The capital project progress report affords grantees the opportunity to document such instances after they occur. The capital progress report also allows grantees to provide SANDAG with information on other grant-funded equipment. Grantees are asked to provide SANDAG with the equipment description (make/model), serial number, and physical location. SANDAG keeps an inventory of all property purchased through grant funds including vehicles and other equipment.

Financial Management

Both grant programs outline financial management procedures and requirements applicable to SANDAG and its grantees. As previously discussed, grantees will invoice SANDAG no more frequently than monthly and no less frequently than quarterly. Grantees forward their itemized signed invoices with back-up documentation to the SANDAG Grants Administrator. Invoices shall reference the grant agreement contract number. The SANDAG Grants Administrator processes the invoice by validating that all invoiced expense items are accounted for in the back-up documentation; verifying that the required match amount was provided; and recording all relevant invoice amounts (reimbursable, match, and revenue) and progress report data (project deliverables and performance indicators) in an internal master budget tracking excel workbook. The SANDAG Grants Administrator prepares a request for payment form and then forwards the request for payment form and invoice to the SANDAG Finance Department for final processing and payment. The SANDAG Finance Department maintains financial management systems for financial reporting, accounting records, internal controls, and budget controls subject to standards specified in state laws enforced by the State Auditor and
the State Controller’s Office. All systems and procedures for financial management are also in compliance with 49 CFR. 18.20(b) of the common grant rule.

The fiscal management roles and responsibilities of grantees differ between the subrecipients of Section 5310 funds and recipients of TransNet Senior Mini-Grant funds. Subrecipients of Section 5310 funds (referred henceforth as subrecipients) are subject to federal requirements. In signing a grant agreement with SANDAG, subrecipients must agree to comply with the federal Office of Management and Budget (OMB) 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

All grantees, subrecipients and recipients of TransNet Senior Mini-Grant funds alike, must agree to establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. This accounting system may be a separate set of accounts or separate accounts within the framework of an established accounting system. Accounting systems must conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. Grantees must maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related to the project so that they may be clearly identified, readily accessible, and available to SANDAG upon request.

Grant agreements will contain an expiration date, which will refer to the last date that the grantee can incur valid project costs or credit. Grantees have until 60 days after the expiration date to make final allowable payments to project contractors or vendors, prepare the final invoice and progress report, and submit the final invoice packet to SANDAG for reimbursement for allowable costs. Any unexpended project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late project invoices.

**Records Retention and Audit Compliance**

Grantees are required to maintain all accounting records and other supporting papers for a minimum of three years from project close-out and make them available for inspection, copying, and audit by representatives of SANDAG and auditors (which includes auditors representing the federal government, as applicable to Section 5310 projects only). Grantees also are required to provide sufficient access to SANDAG’s independent performance auditor to verify compliance with the terms specified in the grant agreement. Grantees are responsible to ensure that all third-party contractors comply with the record retention requirement.

Specifically, all books, documents, papers, accounting records, and other evidence pertaining to the performance of grant-funded projects (including, but not limited to, the costs of administering those projects) must be made available for inspection for the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of grantees and subgrantees pursuant to Government Code Section 8546.7. Grantees and third-party contractors are required to make the materials listed above available at their respective offices at all reasonable times during the entire grant project period and for three years from the date of the SANDAG final payment to the grantee under the grant agreement. Grantees and third-party contractors are additionally required to allow the State Fair Employment Practices and Housing Commission (or any other agency of the State of California designated by SANDAG to perform compliance investigations) to access all records of employment, employment advertisements, employment application forms, and other pertinent data and records.

Grantees must agree to have financial and compliance audits performed should SANDAG require them. If performed, these audits must comply with the provisions of 2 CFR 200. Grantees must also agree to obtain any other audits as required by SANDAG.
Board Policy No. 035

SANDAG Board Policy No. 035 applies to projects funded through the former JARC and New Freedom programs, and the Section 5310 and Senior Mini-Grant programs among other SANDAG administered grant programs. Per Board Policy No. 035, grantees must submit a resolution with project proposals and sign a grant agreement within 45 days of receiving the grant agreement from SANDAG. Requirements for a resolution are discussed in the Subrecipient/Recipient Resolution subsection in Chapter 3, Section 3.1 Funding Eligibility. Board Policy No. 035 also includes a “use it or lose it” policy, which requires that grantees make diligent and timely progress toward the completion of the grant project within the timelines set forth in the project schedule. Failure to meet project milestones and deadlines may result in the early termination of the grant agreement. Per Board Policy No. 035, grantees may request and be granted up to a six-month extension at the SANDAG staff level. Time extensions longer than six months must receive approval by the Transportation Committee. If needed, grantees must request a time extension in writing in which they (1) document previous efforts undertaken to maintain the project schedule, (2) explain the reasons for the delay, (3) explain why the delay is unavoidable, and (4) demonstrate an ability to succeed in the extended time frame the grantee proposes.

Media and Community Outreach

SANDAG performs extensive community outreach throughout the San Diego region as it relates to SANDAG informational products, programs, and projects. The SANDAG Public Information Office and Communications Department are dedicated to coordinating outreach efforts and ensuring meaningful public participation throughout the SANDAG planning process. SANDAG includes provisions on media and community outreach in the grant agreement to ensure oversight of grantee outreach activities and to gather information that may be used to promote the grant programs and the services provided through grant-funded projects.

Per grant agreement provisions, grantees are required to update SANDAG on project-related events and milestones and inform SANDAG of media and community outreach efforts. Grantees are also required to provide project information to support SANDAG media and communications efforts to promote the Specialized Transportation Grant Program.

Among project information, grantees are required to provide SANDAG with project photos including photos taken throughout program events or project tasks and throughout the length of the project. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. SANDAG reserves the right to use the information provided by grantees for any combination of the following: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, grantees agree that the photos have been obtained with the consent of all persons featured in the photo (or that of a parent or guardian of persons under the age of 18) using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by the grantee and agreed upon by SANDAG, and to release the rights of the photos to SANDAG for its use.
Federal Requirements

As the designated recipient of Section 5310 funds and formerly of JARC and New Freedom funds, SANDAG is responsible for subrecipient compliance. In addition to the requirements listed above, subrecipients of federal funds are subject to federal requirements and regulations. Grantees receiving only local funds through the TransNet Senior Mini-Grant program are not subject to the federal requirements discussed in the following sections. Federal requirements, applicable to Section 5310 subrecipients, are discussed in detail below and are also outlined in the Section 5310 grant agreement included in the appendix.

Data Universal Numbering System

Subrecipients are required to have a Data Universal Numbering System (DUNS) number to be eligible to receive federal funds through the Section 5310 program or other federal grant programs. A DUNS number is a nine-digit identification number that provides unique identification for single business entities. Subrecipients can obtain a DUNS number for free from Dun and Bradstreet (dnb.com). Subrecipients will be prompted to provide information through the iUpdate online module and should expect to receive a DUNS number five weeks after completing the online request form. Subrecipients must provide SANDAG with their organization’s DUNS number, which is used to report subrecipient awards to the FTA. SANDAG federal reporting requirements as it relates to Federal Funding Accountability and Transparency Act of 2006 are discussed in more detail in the Phase III: Implementation subsection in Chapter 2, Section 2.2.

Audits

A subrecipient of federal funds that expends more than $750,000 in federal awards (through Section 5310 or other federal programs) in a given fiscal year is required to have a single audit performed for that fiscal year in accordance with the 2 CFR 200 unless the subrecipient elects to have a program-specific audit. If the only federal funds expended by a subrecipient are Section 5310 funds, the subrecipient may elect to have a program-specific audit. Subrecipients for which an audit is required must submit audit findings to SANDAG. The SANDAG Grants Administrator works closely with subrecipients to ensure audit findings that relate to the Section 5310 award are resolved in a timely manner.

Title VI

Subrecipients under the former JARC and New Freedom programs and the current Section 5310 program are required to develop and submit to SANDAG a Title VI plan prior to the execution of a grant agreement. Subrecipients are additionally required to update their Title VI plans every three years.

To aide subrecipients in developing their Title VI plans, SANDAG reviews Title VI requirements at the Successful Applicant Workshop and also provides subrecipients with a Guide to Developing a Title VI Plan for FTA Subrecipients (Guide). The Guide outlines all federal requirements and provides step-by-step instructions on how to develop a Title VI plan. The Guide provides a checklist that includes all the components required in a Title VI plan and also includes templates and fillable forms for each of these components. The following components are required to be included in subrecipients’ Title VI plans:
Title VI Notice to the Public (Non-Discrimination Statement)

Subrecipients are required to notify the public of their protection against discrimination under Title VI. The Title VI Notice to the Public must include: (1) a statement that the organization operates its programs without regard to race, color, or national origin; (2) a description of the procedures that members of the public should follow to request information on the subrecipient’s Title VI obligations; and (3) a description of the procedures that members of the public should follow to file a Title VI discrimination complaint against the subrecipient.

Posting of Title VI Notice to the Public

Per federal requirements, subrecipients must post their Title VI Notice to the Public, at a minimum, in the following areas: the organization’s website, any public area of the organization’s office including the reception desk and meeting rooms, and transit vehicles and/or stations or stops. In their Title VI plans, subrecipients must identify the locations where their organization has posted its Title VI Notice to the Public.

Complaint Form and Procedures

Subrecipients are required to have complaint procedures and a form through which the public may file a Title VI discrimination complaint. In their Title VI plans, subrecipients must identify how their organizations make their complaint form and procedures available to the public, including non-English speakers.

Record and Report Transit-Related Title VI Investigations, Complaints, and Lawsuits

Subrecipients must include a record of any complaints or lawsuits alleging discrimination on the basis of race, color, creed, national origin, income level, sex, age, or disability.

Public Participation Plan

Subrecipients are required to have a public participation plan that describes their organizations’ strategies to market their program, encourage public participation, and perform community outreach. Subrecipients’ strategies should be tailored to the unique population that they serve and should include special consideration for low-income, minority, and limited English proficient (LEP) populations.

Meaningful Access to LEP Persons

Subrecipients are required to perform a Four-Factor Analysis to determine the specific language services that are appropriate for their organization to provide and develop a Language Assistance Plan based on the results of this analysis. The Four-Factor Analysis requires subrecipients to determine: (1) the number of LEP persons eligible to be served by their program, (2) the frequency with which LEP persons come into contact with their program, (3) the importance of their program to the lives of LEP persons, and (4) the resource available to the subrecipient for LEP outreach as well as the cost associated with that outreach. In addition to other resources, the Guide provides a step-by-step tutorial of how to access Census Data to assist subrecipients in successfully completing Factor 1 of the Four-Factor Analysis.

Minority Representation on Planning and Advisory Bodies

Subrecipients that have transit-related, non-elected governing boards, advisory councils, or committees (the membership of which is selected by the subrecipient) are required to provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Resolution
Subrecipients are required to submit a resolution from their governing bodies that approves their Title VI programs as described in the subrecipients’ Title VI plans.

In addition to submitting and regularly updating their Title VI plans, subrecipients are required to provide SANDAG with client demographic data on an annual basis. SANDAG has developed a Client Voluntary Demographic Data Survey that subrecipients may use to determine the populations that are served through their project and the frequency with which these populations access project services. Data received from the grantees will be included in the triennial Title VI report that SANDAG, as a direct recipient, submits to the FTA for SANDAG-related activities.

Disadvantaged Business Enterprise

Subrecipients must agree to take all necessary and reasonable steps set forth in 49 CFR 26 and United States DOT regulation “Participation by Disadvantaged Business Enterprise (DBE) in DOT Financial Assistance Programs” to ensure nondiscrimination in the award and administration of third-party contracts. It is SANDAG policy that DBEs and small businesses have an equal opportunity to participate in the performance of contracts financed in whole or in part with FTA funds. Subrecipients must agree to cooperate with SANDAG and its DBE Program in meeting SANDAG commitments and goals in regard to the maximum utilization of DBEs and small businesses.

Environmental Protection

SANDAG does not foresee that any projects funded through the Section 5310 program will require additional environmental review beyond a Categorical Exclusion under the National Environmental Protection Act or a Categorical Exemption under the California Environmental Quality Act. In the event that additional documentation is required, SANDAG will ensure that the appropriate steps are taken so that the selected subrecipient will meet state and federal environmental protection requirements.

Drug and Alcohol Testing

Subrecipients receiving Section 5310, JARC, or New Freedom funds are exempt from the FTA’s drug and alcohol testing rules (FTA Circular [C] 9070.1G, FTA C 9050.1, FTA C 9045.1). If a subrecipient is awarded a Section 5310, JARC, or New Freedom Grant and also receives funding from another FTA program (Section 5307, 5309, or 5311), which requires compliance with the drug and alcohol rules, the subrecipient should include any employee funded under Section 5310, JARC, or New Freedom in their drug and alcohol testing program.

Section 5310, JARC, or New Freedom grant subrecipients must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold Commercial Driver’s Licenses (CDLs) (49 C.F.R. 382). This part applies if the CDL holder operates a “commercial motor vehicle,” which means a motor vehicle having a gross combination weight rating or gross vehicle weight rating of 26,001 or more pounds, or which is designed to transport 16 or more passengers, including the driver (49 C.F.R. 382.103[a][1], 49 C.F.R. 382.107). Grant applicants are responsible for reviewing the appropriate sections of FTA C 9070.1G, 9050.1, and 9045.1 to ensure compliance with these conditions. Additionally, subrecipients must establish and implement compliance with all applicable DOT rules and regulations, including the requirements of 49 CFR 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations).
Required Forms

Section 5310 applicants are required to sign and submit the following federally-required forms to SANDAG with their project proposal(s). These forms are described briefly below and are included in the appendix.

**Eligibility Certificate for Federally Funded Contracts**
By signing this form, subrecipients certify that their organization is not on the United States Comptroller General’s List of Parties Excluded from Federal Procurement and Non-procurement Programs. Subrecipients can verify their status online at the System for Award Management (SAM) website (sam.gov). Any organization appearing on the list is not eligible to receive federal funds through SANDAG.

**Noncollusion Affidavit/Declaration**
By signing this form, subrecipients declare that their organization has not engaged in collusion of any kind as relevant to the submittal of their project proposal and in accordance with 23 U.S.C. 112, and Public Contract Code 7106.

**Public Contract Code Questionnaire**
By signing this form, subrecipients declare whether or not the applicant, any officer of the applicant, or employee of the applicant has ever been disqualified, removed, or prevented from bidding or proposing a publicly government project in accordance with Public Contract Code Section 10162.

**Debarment and Suspension Certificate**
By signing this form, subrecipients certify that any person associated with their organization (in the role of owner, partner, director, officer, or manager) has not been or is not currently under suspension or debarment or any other indictment or conviction as mandated through 49 CFR 29.

**Certification of Restrictions on Lobbying**
By signing this form, subrecipients certify that federal financial assistance may not be used to influence any member of Congress, directly or indirectly, or an officer or employee of any agency in connection with the making of any federal contract, grant, or cooperative agreement as imposed by 31 U.S.C. 1352.

**Third-party Contractor Statement of Eligibility**
If subrecipients will use third-party contractors to perform any or all project tasks, the third-party contractors must complete a statement of eligibility certifying that their organization is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency.

Subrecipients are required to sign and submit the following federally-required forms to SANDAG prior to the execution of a grant agreement. These forms are described briefly below and are included in the appendix.

**Certificate of Civil Rights Assurance**
By signing this form, subrecipients agree to comply with the Federal Certifications and Assurances for FTA Assistance Programs, including Title VI of the Civil Rights Act of 1964. Further, subrecipients agree that they are required to gather, maintain, and submit Title VI information to SANDAG as required by the FTA; and prepare and submit to SANDAG a list of any active Title VI investigations, lawsuits, or complaints.
**Equal Employment Opportunity (EEO)**
By signing this form, subrecipients certify that their organization will provide equal employment to all people, without regard to race, color, religion, sex, national origin, or any other class of persons protected by state or federal law. Subrecipients agree to comply with the federal EEO requirements of Title VII of the Civil Rights Act of 1964, the SANDAG EEO Program, the California Fair Employment Practices Act, and any other applicable federal and state laws.

**Client Demographic Information**
Subrecipients are required to submit the following project information: number of clients served, including a breakdown of elderly, disabled, and wheelchair users; percent of national origins served; number of limited-English proficient persons served, including the primary languages spoken by these clients; and number of low-income clients served.

**Buy America Certificate**
By signing this form, subrecipients agree to comply with the federal Buy America requirements in accordance to Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.
Chapter 4: Capital Procurement

4.1 Vehicle Procurement Procedures

Prior to submitting an application, applicants must research vehicle types and identify which vehicle(s) will most appropriately serve the needs of their transportation program and the clients that they serve. SANDAG encourages applicants to look up vehicles using the California Association for Coordinated Transportation (CalACT)/Morongo Basin Transit Authority (MBTA) Vehicle Purchasing Schedule available online at CalACT’s website (calact.org/purchasingco-op). SANDAG currently uses the CalACT/MBTA Vehicle Purchasing Cooperative (the Cooperative) to procure vehicles. Procurement through the Cooperative is federally compliant. Applicants may only apply for funds to procure vehicles that are available through the Cooperative.

Once funds for vehicle procurement have been awarded, SANDAG works closely with each grantee to procure their awarded vehicle(s). SANDAG procures the vehicle(s) on behalf of the grantee through the Cooperative. SANDAG works with the grantee to develop the specifications for the vehicles. Once vehicle specifications have been determined, SANDAG staff solicits quotes from the vendor(s) under the Cooperative, selects the appropriate vendor based on price and other factors, and issues a purchase order. Upon execution of the purchase order, SANDAG issues the grantee an invoice for the appropriate amount of matching funds. Following the purchase of the vehicle(s), SANDAG staff works closely with the vendors to identify a production and/or delivery schedule. The grantee is responsible for picking up or receiving delivery of the vehicle(s) from the dealer. After vehicles have been placed into operation, grantees must maintain adequate records of vehicle usage including, but not limited to, regular maintenance, mileage logs, one-way-passenger trips, damage reports, and insurance certificates.

Responsible parties and estimated timing for each step in the vehicle procurement process is included in Table 4.1. Timing, however, varies depending on the responsiveness of the grantee and vendors, number and type of vehicle being purchased, specifications or modifications required, and the availability of vehicles through the Cooperative.
Table 4.1: Vehicle Procurement Process

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Action Item</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee</td>
<td>Submit quotes for vehicle(s) to SANDAG</td>
<td>within 1 month from Notice to Proceed</td>
</tr>
<tr>
<td>SANDAG</td>
<td>Send invoice for matching funds</td>
<td>within 2 months from Notice to Proceed</td>
</tr>
<tr>
<td>Grantee</td>
<td>Provide matching funds to SANDAG</td>
<td>within 3 months from Notice to Proceed</td>
</tr>
<tr>
<td>SANDAG</td>
<td>Issue Purchase Order</td>
<td>within 9 months from Notice to Proceed</td>
</tr>
<tr>
<td>Grantee</td>
<td>Receive delivered vehicle</td>
<td>within 6 months from date of Purchase Order</td>
</tr>
<tr>
<td>Grantee</td>
<td>Put vehicle into service</td>
<td>within 6 months from date of Purchase Order</td>
</tr>
<tr>
<td>Grantee</td>
<td>Operate vehicle in accordance with fund transfer agreement for useful life of vehicle</td>
<td>Light-duty vehicle (Minivan) at least 4 years or 100,000 miles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medium-size, light-duty transit bus (approx. 25'-35') at least 5 years or 150,000 miles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medium-size, medium-duty transit bus (approx. 25'-35') at least 7 years or 200,000 miles</td>
</tr>
<tr>
<td>Grantee</td>
<td>Submit vehicle appraisal to SANDAG</td>
<td>within 3 months of end of useful life of vehicle</td>
</tr>
<tr>
<td>SANDAG</td>
<td>Final disposition action</td>
<td>within 6 months of end of useful life of vehicle</td>
</tr>
</tbody>
</table>

4.2 Lease Agreement

SANDAG attaches a lease agreement to the grant agreement for projects that involve vehicle procurements. Grantees are subject to the terms and conditions of the lease agreement in addition to the terms and conditions of the grant agreement. The lease agreement is included in the appendix. The lease agreement outlines the procurement procedures as discussed above as well as SANDAG and federal requirements with which grantees must comply.

All vehicles are procured in compliance with competitive procurement requirements. Grantees are required to provide SANDAG with any information reasonably requested by SANDAG, which is necessary to complete the vehicle procurement process. Following the purchase of the vehicle(s), SANDAG staff completes a vehicle schedule and includes it in the SANDAG grant project files. A vehicle schedule includes the following information: vehicle description; identification number; date of acquisition; total cost of vehicle and federal percentage of the total cost; Federal Transit Administration (FTA) grant number; location, use, and condition of vehicle; useful life; any disposition action; and the registered owner’s (grantee) and lienholder’s (SANDAG) names. A vehicle schedule template is included in the appendix.
As previously stated, grantees are responsible for picking up or receiving delivery of the vehicle(s) from the dealer. Prior to acceptance of the vehicle(s), grantees are responsible for the completion of a visual inspection and road test to ensure the vehicle(s) meet specifications, match the purchase order, and are road-worthy. SANDAG reviews the documentation submitted by the grantee and completes Post-Delivery Buy America Certifications for all vehicles procured by SANDAG to ensure compliance with Buy America requirements. The Post-Delivery Buy America Certifications are included in the appendix. The grantee is required to comply with all other post-delivery requirements and requests made by SANDAG.

SANDAG leases the grant-funded vehicle to the grantee through the lease and grant agreements. The grantee is the registered owner and SANDAG is the lienholder of the vehicle(s), which allows SANDAG to hold a security interest in the vehicle and retain continuing control of the vehicle. The lease term is the period that the vehicle(s) are to be retained in service in accordance with useful life standards set forth by the FTA C 5010.1E, as amended. Vehicles are considered to have reached their useful life after a specified number of years or after accruing a specified number of miles, whichever occurs sooner. The useful life for vehicles based on vehicle type is included in Table 4.1.

Grantees are responsible for all costs associated with normal maintenance and upkeep, insurance, taxes, and registration fees. Grantees are required to submit certificates of insurance coverage to SANDAG at the time of grant execution and at request by SANDAG during the lease term.

Grantees are required to operate grant-funded vehicles in a manner that is consistent with their original project proposal submitted to SANDAG through the competitive process. The misuse of a vehicle will result in an early termination of the grant agreement. The grantee must maintain adequate written records of vehicle use, such as a log book, and maintenance records.

Disposition of Vehicles

At the end of the lease term, grantees have the option to (1) extend the lease under the same terms and conditions; (2) if the vehicle’s fair market value is less than $5,000, purchase the vehicle from SANDAG for the vehicle’s fair market value; or (3) return the vehicle to SANDAG. Grantees are required to notify SANDAG when the vehicle(s) are delivered to the grantee and removed from service (for more than three business days or indefinitely). Grantees are prohibited from disposing of, transferring, selling, exchanging, or subleasing the vehicle(s) without prior written approval of SANDAG.

Federal Requirements

As the designated recipient of federal funds, SANDAG is subject to a variety of federal requirements pertaining to vehicle procurement. Certain federal requirements remain the sole responsibility of SANDAG throughout the lease term whereas other requirements flow through to the grantees. The following summarizes federal requirements and the parties responsible for compliance.

**Continuing Control**

SANDAG maintains control over the vehicle at all times and ensures that the vehicle is used for the purpose for which it was procured for the entirety of its operation under the lease term. SANDAG provides oversight of the grantee’s use of the vehicle and other grant-funded equipment via a monitoring program.

**Compliance with Competitive Procurement Requirements**

SANDAG procures vehicles in compliance with all federal requirements for competitive procurement.
Notification of Changed Conditions
Grantees must notify SANDAG of any changes in conditions of the vehicle or operation of the vehicle. SANDAG, in turn, is responsible for notifying the FTA of any change in conditions, including changes in local law or litigation, which would affect use of vehicles.

Drug and Alcohol Testing
Grantees must provide drug and alcohol testing of all drivers operating vehicles that require a commercial driver’s license in compliance with Federal Motor Carrier Safety Administration requirements. Drug and alcohol testing requirements are discussed in greater detail in the Federal Requirements subsection in Chapter 3, Section 3.3.

Equipment Management and Maintenance
Grantees must maintain the vehicle(s) in good operating order and to make all maintenance records available to SANDAG upon request. Grantees also must submit quarterly progress reports to SANDAG.

Maintenance Inspections
Grantees must maintain the vehicle(s) at a high level of cleanliness, safety, and mechanical soundness. SANDAG and the FTA have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the vehicle(s). The SANDAG Vehicle Maintenance Policy & Procedures are included in the appendix.

Insurance
Grantees must maintain sufficient insurance as required under the grant agreement to cover all casualty losses and ensure the repair or replacement of federally-funded property, including vehicle(s). Insurance requirements are discussed in greater detail in Chapter 3, Section 3.3.

Equal Employment Opportunity (EEO)
SANDAG and grantees must assure that no person, on the grounds of race, color, creed, national origin, sex, age, disability, or any other class of persons protected by state or federal law, will be excluded from participation in, denied the benefits of, or be subject to discrimination of employment under the project using the vehicle(s). EEO requirements are discussed in greater detail in Chapter 3, Section 3.3.

Title VI, Nondiscrimination Requirements
Grantees must provide transportation services in a nondiscriminatory manner. Grantees must submit a Title VI plan to SANDAG prior to execution of a grant agreement, and provide any information necessary for Title VI reporting that SANDAG may need to provide to the FTA. Non-discrimination requirements are discussed in greater detail in Chapter 3, Section 3.3.

Records
SANDAG and grantees must maintain full and accurate copies of records related to costs expended for vehicle procurement. All such material and data must be available for review at their respective offices at reasonable times for three years from the lease termination date. Records requirements are discussed in greater detail in Chapter 3, Section 3.3.
Minimum Useful Life

SANDAG and grantees must comply with the FTA’s minimum service life requirements as described in FTA Circular 5010.1E, as amended. Table 4.1 provides the useful life for vehicles based on vehicle type.

Accessibility

In accordance with United States Department of Transportation regulations, all vehicles procured through SANDAG must be accessible to and usable by individuals with disabilities, including individuals using wheelchairs.

4.3 Other Equipment

Grantees must procure all property in compliance with competitive procurement requirements. Grantees must obtain and submit to SANDAG, at minimum, three competitive bids for the other equipment covered in the scope of work attached to their grant agreement or provide adequate justification for the absence of bidding. For any purchase of equipment, prior authorization must be obtained from SANDAG. Once equipment has been procured, grantees must submit an invoice to SANDAG to receive reimbursement for the procured equipment. Grantees are required to keep an inventory of grant-funded property that includes pertinent information such as equipment serial numbers and physical location of the equipment. Grantees must provide this information to SANDAG to assist SANDAG in inventorying purchased through the Specialized Transportation Grant Program.

4.4 Monitoring and Reporting

As previously discussed in the Invoicing subsection of Chapter 3, Section 3.3, grantees with capital projects must submit a capital project progress report to SANDAG quarterly. The SANDAG project manager reviews these progress reports to ensure that grant-funded vehicles and other equipment continue to be used for their intended purpose and in a manner consistent with the terms and conditions of the grant agreement.

SANDAG also tracks the number of one-way passenger trips provided by the vehicle(s). Though vehicle procurement projects do not have the same deliverables as operating projects, grantees identify the proposed one-way passenger trips and other service deliverables to be provided by grant-funded vehicles in their original project proposals. SANDAG reviews these deliverables to ensure that grant-funded vehicles continue to uphold the integrity of the grant programs in meeting the needs of seniors and individuals with disabilities, as applicable, and to ensure grantees deliver the level of service as proposed. Through review of progress reports, SANDAG project managers verify that activities performed using the grant-funded vehicle(s) continue to be eligible under the grant program through which the project was funded. SANDAG tracks vehicle mileage to monitor vehicle usage and the useful life of the vehicle. Finally, SANDAG monitors a grantee’s maintenance activities to ensure maintenance practices are consistent with the grantee’s maintenance plans, such as timely performance of preventative and routine maintenance.
SANDAG conducts vehicle audits of grant-funded vehicles on an annual basis. At vehicle audits, SANDAG project managers inspect grant-funded vehicles and any maintenance or vehicle logs using the Vehicle Audit Form, which is included in the appendix. These inspections are not safety inspections. SANDAG project managers verify that certain features, such as headlights and windshield wipers, are functional and check maintenance records to verify that all preventative and routine maintenance has occurred on time. Additionally, accessible ramps and lifts are deployed to ensure that they are functioning and that the grantee is compliant with Americans with Disabilities Act of 1990 requirements. SANDAG takes photos of the vehicle, which are included in the project’s files, incorporated into the SANDAG physical inventory records, and made available to the FTA. The SANDAG Vehicle Maintenance Policy & Procedures are included in the appendix.
Chapter 5: Monitoring And Reporting

5.1 Performance Monitoring and Reporting

SANDAG has developed a standardized performance monitoring program applicable to all prior and currently administered grant programs. The purpose of the performance monitoring program is to collect information on the performance of individual projects and grant programs as a whole for reporting to the Federal Transit Administration (FTA) and SANDAG policy committees and working groups. This section identifies the program measures as outlined in the FTA program guidance for each federal grant program and the program requirements for the TransNet Senior Mini-Grant program. SANDAG tracks and monitors these program measures to determine the overall health or performance of individual projects. Continual monitoring of grant-funded projects occurs through staff implementation of various procedures, which are identified and described in detail in this section. Finally, this section describes SANDAG reporting requirements and procedures as it pertains to the Specialized Transportation Grant Program.

Program Measures

Under the Government Performance Results Act, the FTA is required by law to “establish performance goals to define the level of performance” and also “establish performance indicators to be used in measuring relevant outputs, service levels, and outcomes” for each of its programs.

The performance measures established in FTA Circular (C) 9050.1 for the former Job Access and Reverse Commute (JARC) program are as follows:

1. Actual or estimated number of jobs that can be accessed as a result of geographic or temporal coverage of JARC projects implemented in the current reporting year

2. Actual or estimated number of rides (as measured by one-way trips) provided as a result of the JARC projects implemented in the current reporting year

The performance measures established in FTA C 9045.1 for the former New Freedom program are as follows:

1. Increases or enhancements related to geographic coverage, service quality, and/or service times that impact availability of transportation services for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year

2. Additions or changes to environmental infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of the New Freedom projects implemented in the current reporting year

3. Actual or estimated number of rides (as measured by one-way trips) provided for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year
The performance measures established in FTA C 9070.1G for the Section 5310 program are as follows:

**Traditional Section 5310 Projects**

1. **Gaps in Service Filled.** Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measured in numbers of seniors and people with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.

2. **Ridership.** Actual or estimated number of rides (as measured by one-way trips) provided annually for individuals with disabilities and seniors on Section 5310–supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.

**Other Section 5310 Projects**

1. Increases or enhancements related to geographic coverage, service quality, and/or service times that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

2. Additions or changes to physical infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

3. Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

SANDAG reports annually to the FTA on these reporting measures on behalf of each subrecipient active during that federal fiscal year. Additionally, SANDAG has developed three performance indicators to monitor and report on the progress of JARC, New Freedom, Section 5310, and Senior Mini-Grant projects:

1. Cost per unit of service delivered

2. Cost per vehicle service hour (applicable only to operating projects)

3. Seat utilization measured as a percentage of available seats (applicable only to operating projects)

For the purposes of calculating these indicators, the total cost of the project is calculated as the amount of grant funding expended plus the required match amount, which creates an incentive for the grantee to leverage additional funding for the project through additional matching funds or fare revenue. Due to varying project types and service parameters, not all performance indicators are applicable to all projects. Only operating projects are evaluated based on all three of the performance indicators listed above. All projects, however, are evaluated based on cost per unit of service delivered.
Budget Tracking

The Grants Administrator is responsible for grantee oversight. The Grants Administrator continually monitors the performance of individual grant projects by reviewing and processing invoices. As described in the Invoicing subsection of Chapter 3, Section 3.3, grantees are required to submit progress reports along with their invoices. The Grants Administrator enters data provided in invoices and progress reports into an internal master budget tracking excel workbook. The workbook includes a separate spreadsheet for each individual grant project. These spreadsheets track a project’s expense reimbursement by task and by invoice, and additionally tracks the number of service units delivered through the project during each reporting period. The spreadsheets auto-calculate and track performance indicators, which can be compared with project deliverables as outlined in the project’s scope of work. A comparison between actual and proposed project deliverables assists the Grants Administrator in assessing the relative health or success of the grant project.

The Grants Administrator completes an Invoice Checklist (included in the appendix) when processing each invoice. The purpose of the Invoice Checklist is not only to ensure that the submitted invoice includes all the required components, but also to highlight the performance of the grant project for that reporting period and cumulatively over the entire grant period to date.

Grant Status Update Reports

The Grants Administrator reports the status of individual grant projects to the Transportation Committee on a quarterly basis and to the Social Services Transportation Advisory Council on a semi-annual basis. Additionally, the Grants Administrator reports the status of TransNet Senior Mini-Grant projects (exclusively) to the ITOC on a quarterly basis. A quarterly grant status update report highlights the performance of all grant projects from each project’s start date through the last day of the previous quarter. For example, in April, following Quarter 3, the grant status update report provides performance data on the grant projects through the end of Quarter 2, or December 31. Table 5.1 lists the quarters within the fiscal year calendar.

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The grant status update report lists all active grants within a given grant program and provides the following project details: contract number, grant period, contract award amount, proposed and actual units of service delivery, proposed and actual cost per unit of service, 130 percent of the proposed cost per unit of service, proposed and actual cost per vehicle service hour (if applicable), proposed and actual seat utilization (if applicable), actual total project cost expended to date, and percent of funding expended.

In addition, the report indicates whether a project has been put on a watch list. There are two watch lists that track the performance of individual grant projects. The intention of these watch lists is to alert the policy committees of projects that may require action should poor performance continue. The first watch list, the “cost-efficiency watch list,” compares the project’s actual cost per unit of service delivered to the proposed cost per unit of service as outlined in the scope of work included in the grant agreement. As described in the
Scope of Performance subsection in Chapter 3, Section 3.3, SANDAG requires grantees to achieve an actual cost per unit of service within 130 percent of their proposed cost per unit of service. If a grantee is not able to achieve the 130 percent threshold by or at any point after the initial milestone (end of the sixth month of a two-year project), the grantee is required to complete a cost-efficiency recovery plan. The “cost-efficiency watch list” denotes grantees that may be required to complete a cost-efficiency recovery plan or may require the Transportation Committee to make a determination on continuing to fund the project if the grantee’s performance does not improve.

The second watch list, the “schedule watch list,” denotes those grantees that appear in danger of not being able to fully draw down on funds without requiring an extension request to be considered by the Transportation Committee. As described in the Board Policy No. 035 subsection in Chapter 3, Section 3.3, grantees may request and be granted a no-cost, time-only extension of up to six months at the staff level. If a grantee requires an extension for longer than six months, the Transportation Committee must approve the extension. The “schedule watch list” tracks projects in which the grantee is making timely progress and may require an extension in the future.

The grant status update report also includes a qualitative assessment by staff of each grant project and an indication of whether a grantee has a pending grant. Due to the operating nature of most specialized transportation grants, when a new grant is awarded to a grantee to continue a project for which they already have an existing grant, the start date of that new grant is delayed until the completion or termination of the existing grant for that same project.

5.2 Compliance Monitoring and Reporting

As the designated recipient of FTA funds, SANDAG is responsible for ensuring subrecipient compliance of federal requirements and regulations, as well as the compliance of any third-party contractor receiving funds as a result of SANDAG grants. Additionally, as arbiter of TransNet funds, SANDAG has an obligation to San Diego County taxpayers (and to the ITOC) to ensure efficient use of taxpayer money, which includes compliance of local, state, and federal laws, as applicable. SANDAG monitors grantees’ compliance with the terms of the grant agreement, including federal, state, and local provisions, through various procedures. Staff monitors compliance regularly with its continual interaction with grantees, and by using the Monitoring Checklist when performing scheduled site visits. The following sections discuss the Monitoring Checklist and site visit procedures, and additionally reviews areas of compliance for which SANDAG provides oversight.

Monitoring Checklist

SANDAG has developed a Monitoring Checklist, included in the appendix, to assist in the monitoring of all grantees under the Specialized Transportation Grant Program. While some elements of the checklist are related to good business practices, most elements monitor the grantee’s compliance with the terms of the grant agreement.

The Monitoring Checklist is used at site visits (to assess the performance of the grantees) and during the competitive process (to determine a past performance adjustment to the scores of applicants who have had a SANDAG grant in the past three years). The Monitoring Checklist has the following five sections:

1. Cost/Unit
2. Quantity of Service Delivered
3. Project Management
4. Service Quality
5. Summary and Identification of Deficiencies

Section 1 and 2 provide a quantitative assessment of the grantees’ performance in operating their active project or projects. Section 3 and 4 assess the grantees’ technical capacity in implementing the project and their compliance with contract provisions. Section 5 summarizes the grantees’ overall performance, identifies deficiencies, and outlines corrective actions for deficiencies.

Section 1 “Cost/Unit” measures the grantee’s cost-efficiency by calculating the actual cost per unit of service and comparing it to the proposed cost per unit of service. The grantee receives an adjustment (ranging from +0.5% to -2.5%) for the deviation (measured as a percentage) between their actual and proposed cost per unit of service. For example, a grantee would receive a -1.0% adjustment for having an actual cost per unit of service that is between 15 and 20 percent over the proposed cost per unit of service. Section 2 “Quantity of Service Delivered” measures the grantee’s progress towards meeting service delivery goals. A grantee’s actual number of units of service delivered is compared to the proposed number of units of service delivered proportionate to the number of months the grantee has been operating the project at the time of the assessment. For example, if staff prepares the Monitoring Checklist for an initial site visit, the Monitoring Checklist will assess the grantee’s performance in operating the first six months of their two-year project or one-fourth of the project period. Thus, the proposed number of units of service will be divided by four to determine the number of units proposed to be delivered by the sixth month of the project. Like in Section 1, grantees receive an adjustment (ranging from +0.5% to -2.5%) for the deviation between the actual and (proportionate) proposed number of units of service delivered.

Sections 3 and 4 require the SANDAG Grants Administrator to fill out a series of yes/no questions pertaining to a wide variety of topics, including the following: project management, insurance, financial management, records, coordination, project schedule, invoice and report quality and consistency, third-party contracting, required forms, Title VI compliance, Americans with Disabilities Act compliance, service parameters, quality control measures, customer satisfaction, safety, and outreach. For each section, grantees receive an adjustment for the percentage of affirmative answers out of all applicable questions. (Some questions may not be applicable to a grantee given the nature of the grant project.) For example, grantees receive a +0.5 percent adjustment for receiving more than 95 percent affirmative answers for applicable responses. Specific areas of compliance that are addressed through these sections of the Monitoring Checklist are discussed in more detail in future sections.

Section 5 allows the SANDAG Grants Administrator to review any “NO” responses to questions in the Monitoring Checklist, identify deficiencies, and determine appropriate follow-up actions. First the SANDAG Grants Administrator records any “no” responses and provides an explanation of the selection of a negative over an affirmative response. Since some questions on the Monitoring Checklist pertain to good business practice and not necessarily contractual obligations under the grant agreement, some “no” responses will not result in a compliance deficiency. Questions marked with an asterisk or double asterisk in the Monitoring Checklist indicate requirements under the grant agreement and if checked “NO” result in a compliance deficiency. A compliance deficiency is an area in which the grantee is deficient in meeting its obligations under the grant agreement. Each deficiency will include a citation to the applicable section of the grant agreement.

At site visits, the SANDAG Grants Administrator and grantee project manager review any compliance deficiencies identified through completing the Monitoring Checklist, and discuss corrective actions for these
deficiencies. Grantees are required to submit a corrective action plan within ten (10) days of the site visit at which a deficiency or deficiencies were identified. Corrective action plans must include the steps the grantee will take to correct each deficiency and comply with grant provisions. Grantees must implement the corrective action(s) within 30 days of identification of the compliance deficiency. SANDAG staff works closely with grantees to ensure all compliance deficiencies are resolved in a timely manner and grantees comply with all provisions in the grant agreement. If a grantee does not take corrective action and come into compliance, SANDAG may terminate the grant agreement at its discretion.

Site Visits

Site visits are performed for all grantees with operating or mobility management projects in accordance with the Monitoring Checklist at the following intervals:

- Six months (for new projects)
- Annually

Additional site visits may be scheduled on an as-needed basis. SANDAG uses the discussion at the site visits to fill out the Monitoring Checklist. Site visits are also used to identify any potential issues and discuss opportunities for improvements to the project.

Site visits are performed for all grantees with capital projects in accordance with the Vehicle Audit/Other Equipment form on an annual basis. At the site visit, the Grants Administrator uses the Vehicle Audit/Other Equipment form (included in the appendix) to record potential issues and opportunities for improvement, validate that the vehicle or other capital equipment is being used in a manner consistent with the proposal submitted, and physically inspect the vehicle or equipment. The Grants Administrator also examines the vehicle log and maintenance records at annual inspections. The purpose of the vehicle inspection is to ensure the vehicle is in good working order and being used for the intended purpose(s); it is not to ensure the safety of the vehicles.

Grant Compliance and Oversight

SANDAG performs extensive grant oversight to ensure the integrity of the grant programs, equitable distribution of benefit from these programs throughout the region, and adherence to all applicable federal, state, and local laws. SANDAG performs oversight as it pertains to all program requirements discussed in Chapter 3, Section 3.3. The following sections highlight and discuss in greater detail several areas in which SANDAG performs oversight to ensure compliance of grant terms and successful implementation of grant-funded projects.

Financial Oversight

Grantees receive federal pass-through or TransNet funding on a reimbursement basis. Invoices submitted by grantees are processed by the SANDAG Grants Administrator and reviewed by supervisors and staff in the Finance Department prior to payment.

The SANDAG Grants Administrator additionally monitors grantees’ financial management systems through site visits and the Monitoring Checklist. Using the Monitoring Checklist, the SANDAG Grants Administrator assesses the grantees’ performance in managing the project budget, which includes: reimbursing for eligible expenses, submitting complete and accurate invoices, and drawing-down on grant funds in a timely manner. SANDAG also monitors matching funds and ensures the minimum required cumulative match percentage is maintained.
throughout the grant period. SANDAG project managers verify that matching funds are eligible. Grantees must use the methodologies for calculating in-kind contributions that they included in their original project proposal and indicate that project-generated revenue has been funneled back into the project and applied towards project expenses. Grantees are required to keep a separate set of accounts for the grant project, and agree to audits by SANDAG representatives or outside auditors, as applicable. The SANDAG Grants Administrator has the opportunity to view grantees’ financial records at site visits.

In the grant agreement for subrecipients of federal funds, SANDAG has included a provision that includes the conditions under which subrecipients are required to have a single audit conducted. If a subrecipient expends $750,000 or more in federal awards in a federal fiscal year, the subrecipient must have a single audit conducted in accordance with Office of Management and Budget (OMB) 2 CFR 200 unless the subrecipient elects to have a program-specific audit. If a single audit or program-specific audit is required, the subrecipient must submit audit findings to SANDAG. SANDAG staff will verify any findings that relate to the JARC, New Freedom, or Section 5310 award and work closely with the subrecipient to ensure the audit finding is resolved in a timely manner.

**Technical Capacity**

SANDAG ensures the technical capacity of grantees through the competitive process prior to award of funding and through regular monitoring once funds have been awarded. As a part of their project proposals, applicants are required to describe their technical ability to implement and manage the project. For applicants with grant(s) within the last three years, their performance in managing the grant(s) within the most recent twelve-month period is considered in the scoring of future applications. As previously mentioned, past-performance adjustments are derived from the following indicators on the Monitoring Checklist: actual versus proposed cost per unit of service delivered, actual versus proposed number of units of service delivered, project management, and service quality.

Once grant funds are awarded and grant agreements are executed, technical capacity is assessed on an ongoing basis through interaction with grantees, review of invoice packets and progress reports, and site visits. At site visits, SANDAG staff reviews subrecipients staffing levels; staff training and experience; documentation of procedures; ability to submit required reports correctly and on time; ability to maintain project equipment; and ability to comply with all applicable local, state, and federal requirements. Board Policy No. 035, which outlines the SANDAG requirements for project milestones and completion deadlines, provides a procedure for requesting extensions of those deadlines. SANDAG may terminate the grant agreement if the grantee is unsuccessful at implementing the project as described in the scope of work in the grant agreement.

**FTA Compliance**

All applicable federal requirements are included in the grant agreements for subrecipients of funds through the former JARC and New Freedom programs and Section 5310 program. Additionally, FTA Standard Federal Provisions and Federal Provisions for the Section 5310 Program are attached as exhibits to the Section 5310 grant agreement to ensure that the subrecipient is aware of all FTA requirements. Compliance with FTA requirements and regulation is monitored on an ongoing basis through review of invoice packets and progress reports and through site visits. Through these monitoring procedures, the SANDAG Grants Administrator verifies that services delivered through federal grant programs continue to be eligible under those programs.
Title VI Compliance

Included in the grant agreement for all grantees are provisions that require grantees to comply with Title VI requirements. Only subrecipients of federal funds are required to submit Title VI plans and related documents. Subrecipients are required to submit the following documents to SANDAG prior to execution of a grant agreement:

- Title VI Plan
- Title VI Plan Resolution
- Certificate of Civil Rights Assurances
- Equal Employment Opportunity Certificate
- Client Demographic Information Form

SANDAG reviews subrecipients’ Title VI plans to ensure compliance with FTA C 4702.1 B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”. Staff uses a checklist to validate that all required components are included in subrecipients’ Title VI plans. If federal requirements are not met through subrecipient Title VI plans, staff works with subrecipients to bring them into compliance. SANDAG notifies subrecipients that SANDAG has reviewed their Title VI plan and has verified that it meets federal requirements. Subrecipients’ Title VI plans and other related documents are stored and tracked electronically. SANDAG monitors scheduled updates to subrecipients’ Title VI plans (every three years) and submittal of other required forms and documents. SANDAG additionally tracks demographic data of clients served by the transportation programs of all grantees (subrecipients of federal funds and recipients of TransNet funds). Grantees are required to collect client demographic data annually and submit data to SANDAG. To this end, SANDAG has developed a Client Demographic Data Survey that grantees may use to collect this data. Tracking of this data allows SANDAG to verify the equitable distribution of services through the Specialized Transportation Grant Program.

SANDAG regularly monitors Title VI compliance of all grantees through site visits and the Monitoring Checklist. Grantees are required to inform SANDAG of any Title VI-related complaints in writing within 72 hours of receiving a complaint so that SANDAG can determine whether it needs to carry out its own investigation. Grantees also must inform SANDAG of any Title VI-related complaint that has resulted in an investigation or lawsuit against the grantee or that relates to their transportation program. SANDAG works closely with grantees to resolve all Title VI-related issues and follows up on the implementation of corrective actions through scheduled site visits and on a case-by-case basis as appropriate.

The success of the SANDAG oversight program is measured by the grantees’ ability to implement its Title VI program and other adopted procedures. At site visits, SANDAG staff looks for the posted Title VI Notice to the Public in the office, in vehicles, and on the website. SANDAG also reviews materials that have been translated into other languages. Finally, SANDAG tracks low income and minority participation in the grant projects through the client demographic data provided by grantees and submitted to SANDAG annually.

Americans with Disabilities Act of 1990 Compliance

The grant agreement also includes provisions that require grantees to comply with requirements under the ADA. Grantees are required to inform SANDAG of any complaints alleging discrimination on the basis of disability by the grantee or third-party contractor. Board Policy No. 009: Discrimination Complaint Procedures outlines SANDAG procedures for tracking and resolving complaints alleging discrimination of any kind. The SANDAG Compliance Officer and ADA Coordinator is responsible for tracking ADA complaints and, with the

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SANDAG Grants Administrator, working with grantees on a prompt and equitable resolution of ADA-related complaints.

SANDAG regularly monitors ADA compliance through site visits and the Monitoring Checklist. SANDAG project managers assess grantees’ training programs to ensure that grantee personnel (including volunteers) are trained proficiently as appropriate to their duties. Training may include CPR and First Aid training as well as sensitivity training. Grantees that use grant funds for vehicle procurement must purchase accessible vehicles. Accessible equipment, including ramps and lifts, are tested annually at vehicle audits to ensure the equipment continues to function properly. The SANDAG Grants Administrator also checks maintenance records at annual vehicle audits to verify that all preventative and routine maintenance has occurred on time.
Appendix A
SANDAG EVALUATOR GUIDELINES

I. PURPOSE

SANDAG thanks you for your willingness to serve as one of its evaluators. Proposal and bid evaluators are tasked with assisting SANDAG in selecting a grantee, consultant or contractor through a competitive process. Non-SANDAG members are invited to serve as evaluators when SANDAG believes they can provide valuable additional experience and input that will assist in the ranking or selection process. These guidelines are intended to provide you with information regarding your responsibilities as an evaluator for SANDAG.

II. ROLE AS AN EVALUATOR

You were most likely asked to assist SANDAG in evaluating proposal or bids due to your experience and/or position as an elected official or as a representative of a public agency, regional interest group, or community stakeholder. The interests of the public with regard to the SANDAG procurement or grant program may or may not coincide with the interests of the public or private organization you represent or with your personal interests. Since the funds used by SANDAG to pay its grantees, consultants and contractors are public funds, however, you will be expected to evaluate proposals or bids using objective standards that will best serve the interests of the public and SANDAG.

You will be asked to review written proposals or bids from, and/or interview grantees, consultants or contractors who would like to be awarded a grant or contract by SANDAG using evaluation criteria or specifications that vary depending upon the type of grant or contract to be awarded. All of SANDAG’s solicitations contain a section that sets forth specifications and/or assigned weights for each of the evaluation criteria.

If you are asked to review proposals, you will be given a score sheet and asked to evaluate each proposal based on the criteria in the solicitation. You must use only the criteria discussed in the solicitation when scoring the proposals. Only persons who are members of the evaluation committee may fill out a score sheet and have their scores tabulated as part of the selection process. You may or may not see the costs or bid portion of proposals, depending on the evaluation criteria and selection method determined by SANDAG. You may be asked to take part in interviewing proposers after the written proposals are reviewed and scored. The weight of the interview portion of the evaluation process will be indicated in SANDAG’s solicitation and interviewers will use standardized questions to ensure proposers compete on equal ground.

If you are asked to review all or a portion of bid documents, you will be limited to advising SANDAG of whether the bid is responsive to the specifications or contains errors. You must use only the criteria discussed in the solicitation.

SANDAG staff may carry out additional tasks as part of the evaluation process that you will not be involved in, such as checking proposers’ references and holding additional meetings among SANDAG staff to further evaluate the proposals. After the evaluation process is complete, a
recommendation memo will be prepared to SANDAG’s executive director. Evaluation committee members do not have authority to approve entry into negotiations or a grant or contract award with a particular proposer or bidder.

From time to time a proposer or bidder who is not selected for contract award is disgruntled regarding the evaluation process and files a protest with SANDAG. SANDAG has protest procedures for dealing with this scenario. If a protest is filed, the objectivity of the evaluators and the integrity of the evaluation process may be closely scrutinized by persons outside of SANDAG. Additionally, all proposals, bids and evaluation score sheets are potentially public records subject to disclosure to the public. Therefore, evaluators should exercise care so that their score sheets and other evaluation documents are legible and do not contain comments that could be perceived as ambiguous, discriminatory or derogatory.

III. CONFLICTS OF INTEREST

Conflicts of interest may arise as a consequence of the many and varied roles you play in our community. One of the goals of these Guidelines is to manage real or perceived conflicts of interest. SANDAG has determined that a system of self-disclosure is most effective since conflicts of interest must be dealt with on a case by case basis. Discussion and disclosure generally can resolve issues related to conflict of interest.

A conflict of interest occurs when there is or could be a divergence between an individual’s professional, private, or personal relationships or interests and his/her obligations to SANDAG as an evaluator such that an independent observer might reasonably question whether the evaluator’s actions or decisions are determined by considerations of private benefit, gain or advantage. A conflict of interest or the appearance of it depends on the situation, and not necessarily on the character or actions of the individual. The appearance of a conflict of interest can be as damaging or detrimental as an actual conflict.

Potential conflicts of interest are not unusual and must be addressed. For example, sometimes people from the private sector are selected to serve as a member of one of SANDAG’s evaluation committees because of their experience in a particular industry. Therefore, it is expected that situations may arise where a person that has served as an evaluation committee member may work for a private sector employer or client that will in the future want to submit a proposal or bid to SANDAG in response to a solicitation. In order to prevent an actual or perceived conflict of interest, a person serving as an evaluator must disqualify him or herself and the private organization he/she is employed by from submitting a proposal/bid to SANDAG or receiving compensation from SANDAG for a prospective period of one year for work related to the project for which SANDAG is conducting its competitive solicitation. The foregoing sentence will not apply, however, if your organization is under contract with SANDAG to perform proposal/bid evaluation work as part of its scope of work following a conflict evaluation related to your contract. This one year bar also applies to persons who were employed in the public sector when serving as an evaluator, but who eventually take a position as a consultant for, employee of, or owner of, a private sector firm. California law states that certain financial interests are automatically a conflict of interest. SANDAG has listed these prohibited interests as well as others that it chooses to avoid in the attached Declaration Concerning Conflicts.
It is wrong for an individual's actions or decisions made in the course of his or her SANDAG activities to be determined by considerations of personal financial gain or illegal bias. Such behavior calls into question the professional objectivity and ethics of the individual, and it also reflects negatively on SANDAG. As a SANDAG evaluation committee member you must respect SANDAG’s status as a recipient of public funds and conduct your affairs in ways that will not compromise SANDAG’s integrity.

For all of the above reasons, evaluators must fill out the attached “Declaration Concerning Conflicts” and return it to SANDAG before they begin evaluating any proposals or bids and must report potential conflicts that may arise during the evaluation process. Potential conflicts must be reported up until the time a contract or grant is actually awarded or until an evaluator’s role in the evaluation process is complete, whichever occurs first, so that appearances can be separated from reality. If an evaluator believes she/he may have a potential conflict and it arises subsequent to submitting the Declaration Concerning Conflicts, the evaluator has an affirmative duty to immediately disclose any potential conflict of interest to the SANDAG project manager or contract analyst. Notification of the actual or potential conflict should be given to the project manager or contract analyst. Evaluators with an actual or potential conflict of interest will be excused from assisting in the evaluator process.

IV. CONFIDENTIAL INFORMATION

Proprietary or other confidential information that a SANDAG evaluator may be exposed to at SANDAG may never be used in external activities or disclosed to others unless written approval is given in advance by SANDAG’s Executive Director or designee.

V. PROHIBITION AGAINST DISCRIMINATION & HARASSMENT

SANDAG has a policy of nondiscrimination as required by federal and state law due to SANDAG’s use of federal and state money to fund contracts. This policy applies to selection of consultants and contractors. SANDAG’s policy prohibits discrimination on the basis of sex, age (over 40), religion, creed, race, nationality, color, disability, sexual orientation, or marital status. All evaluators are expected abide by this policy when evaluating consultants. SANDAG’s policies prohibiting harassment, discrimination, or violence when dealing with SANDAG’s employees or using SANDAG’s facilities or property also apply. Evaluators suspected of actual or potential discrimination in violation of SANDAG policy will be excused from assisting in the evaluation process.
Appendix B
DECLARATION CONCERNING CONFLICTS FOR EVALUATORS

INSTRUCTIONS

Please review the language in this declaration carefully prior to signing below. Once you have signed the declaration, please enclose it in an envelope marked “confidential” and submit it to the SANDAG project manager or to the contracts analyst who requested that you serve on a SANDAG evaluation committee or asked you to assist in the evaluation of construction bids.

For purposes of this declaration “interest in a firm” means having a financial interest (either personal or organizational) including, but not limited to, owning stock or having an investment or profit-sharing interest in, receiving commissions or fees from, owning property with, or having a management or policy making position with a firm.

For purposes of this declaration “relationship with a firm” means employee, consultant, officer, attorney, agent, broker, supplier of services or goods, landlord or tenant, or officer or employee of a firm.

For purposes of this declaration “firm” means a person, corporation, or unincorporated association.

DECLARATION

I, ____________________________, have been asked to serve as a member of a SANDAG evaluation committee for proposals or to help evaluate bids submitted for:

__________________________________________ (“the Project”).

I have reviewed the SANDAG EVALUATOR GUIDELINES. I understand that I cannot serve as an evaluation committee member or as a bid evaluator if I have an actual or potential conflict of interest or am unwilling or unable to serve without discriminating against proposers/bidders on the basis of sex, age (over 40), religion, creed, race, nationality, color, disability, sexual orientation, or marital status. I understand that I will be expected to abide by SANDAG policy prohibiting discrimination when serving as an evaluator. I also understand that SANDAG policies prohibiting harassment, discrimination, or violence when dealing with SANDAG employees or using the SANDAG facilities or property will also apply to me.

SANDAG has provided me with a list of the firms who have submitted proposals or bids for the Project and any firms that may have assisted SANDAG with the preparation of any development criteria, specifications, scope of work, grant solicitation, request for proposals or request for qualifications, or bid documents related to the Project.
The name of my employer is: ________________________________.

My employer is:

☐ a public agency
☐ a non-profit corporation
☐ a corporation
☐ a sole proprietorship
☐ an unincorporated association (partnership, joint venture, LLC, LLP, etc.).

Mark the box below that applies:

☐ I do not have an interest in, or relationship with, any firm awarded a contract by SANDAG in the last calendar year; or

☐ I do have an interest in, or relationship with, a firm awarded a contract by SANDAG in the last calendar year and the names of those firms and the scope of work performed by each are:

___________________________________________________________________

___________________________________________________________________

or;

☐ I do not know if I have an interest in, or relationship with, a firm awarded a contract by SANDAG in the last calendar year.

I understand that I must immediately report any potential conflicts of interest that I become aware of after signing this declaration to the SANDAG project manager or contract analyst.

In order to affirmatively establish that I do not have an actual or potential conflict interest, I make the following statements of fact:

1. I do not have an interest in, or relationship with, a firm that has submitted a proposal or bid to SANDAG for the Project.

2. I have not received a gift with a value in excess of $50 during the last calendar year from a firm that has submitted a proposal or bid for the Project.

3. Neither my spouse nor children (if applicable) have an interest in, or relationship with, a firm that has submitted a proposal or bid to SANDAG for the Project.

4. I do not have, and do not plan to have, a direct or indirect interest in a business, transaction, or professional activity that is in substantial conflict with the proper discharge of my duties as an evaluator that would interfere with my ability to serve the best interest of SANDAG in objectively selecting a consultant/contractor/grantee for the Project.

5. I have not, and do not plan to incur, an obligation of any nature in a business or transaction or professional activity that is in substantial conflict with the proper discharge of my duties as an evaluation committee member or bid evaluator to serve the best interest of SANDAG in objectively selecting a consultant/contractor/grantee for the Project.
I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct to the best of my knowledge on this _____ day of _________________, 20__.

______________________________
Signature of Declarant

______________________________
Printed Name of Declarant
☐ No conflict of interest issues; or
☐ Potential conflict of interest issue – referred to Deputy General Counsel for review

Signature of Contract Analyst  Date

☐ Conflict of interest confirmed
☐ Potential conflict of interest issue reviewed and no conflict of interest was found.

Notes:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Signature of Office of General Counsel  Date
Appendix C
The San Diego Association of Governments (SANDAG) has developed a Monitoring Checklist to assist in the monitoring of subrecipients of federal funds and recipients of TransNet Senior Mini-Grant funds, collectively referred to as “Grantees”. While some elements of the checklist are related to good business practices, most elements will monitor the consistency of the grantee’s project delivery with that which is reflected in the original grant proposal and the grantee’s compliance with the terms of the grant agreement. The Monitoring Checklist is used at site visits to assess the performance of the grantees and during the competitive process to determine a past performance adjustment to the scores of the applicants. When used during a routine site visit, SANDAG and grantee staff will discuss each box checked “NO” to determine whether or not it is considered a deficiency, and any responses or solutions the grantee proposes to come into compliance, when applicable. SANDAG will send a final version of the Monitoring Checklist, including a total score (between positive 2% and a negative 10%) within one week of the date of the site visit. This score can be used by the grantee as an indicator of performance. When the Monitoring Checklist is used to determine a past performance adjustment, SANDAG will make the completed Monitoring Checklist available to grantees as part of the debriefing process after projects have been awarded funding.

<table>
<thead>
<tr>
<th>Initial Review</th>
<th>Annual Review</th>
<th>Final Review</th>
<th>Performance Based Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee:</td>
<td>Date of Site Visit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract No.:</td>
<td>Contract No.:</td>
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<tr>
<td>Contract Start/End:</td>
<td>Contract Start/End:</td>
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<tr>
<td>Months of Activity:</td>
<td>Months of Activity:</td>
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<td></td>
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<tr>
<td>Contract No.:</td>
<td>Contract No.:</td>
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<tr>
<td>Contract Start/End:</td>
<td>Contract Start/End:</td>
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</tr>
<tr>
<td>Months of Activity:</td>
<td>Months of Activity:</td>
<td></td>
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</tr>
</tbody>
</table>

Subcontractor(s) (if applicable):

Is the subcontractor a registered Disadvantaged Business Enterprise or Small Business?  Yes ☐  No ☐

Grantee Staff: ______________________  SANDAG Staff: ______________________

Section 1 – Cost/Unit

Types of units of service:

Proposed cost per unit of service delivered:

Actual cost per unit of service delivered:

Percentage (above/below) proposal:

<table>
<thead>
<tr>
<th>Score</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10% under proposed cost per unit</td>
<td>+ 0.5%</td>
</tr>
<tr>
<td>+/- within 10% of proposed cost per unit</td>
<td>0%</td>
</tr>
<tr>
<td>10 – 15% over proposed cost per unit</td>
<td>- 0.5%</td>
</tr>
<tr>
<td>15 – 20% over proposed cost per unit</td>
<td>- 1.0%</td>
</tr>
<tr>
<td>20 – 25% over proposed cost per unit</td>
<td>- 1.5%</td>
</tr>
<tr>
<td>25 – 30% over proposed cost per unit</td>
<td>- 2.0%</td>
</tr>
<tr>
<td>30% or more over proposed cost per unit</td>
<td>- 2.5%</td>
</tr>
</tbody>
</table>

June 2017

C-1
Section 2 – Quantity of Service Delivered

Proposed number of units of service delivered:

Actual number of units of service delivered:

Percentage (above/below) proposal:

<table>
<thead>
<tr>
<th>Score</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10% over proposed number of units of</td>
<td>+ 0.5%</td>
</tr>
<tr>
<td>service</td>
<td></td>
</tr>
<tr>
<td>+/- within 10% of proposed number of units of</td>
<td>0%</td>
</tr>
<tr>
<td>service</td>
<td></td>
</tr>
<tr>
<td>10 – 15% under proposed number of units of service</td>
<td>- 0.5%</td>
</tr>
<tr>
<td>15 – 20% under proposed number of units of service</td>
<td>- 1.0%</td>
</tr>
<tr>
<td>20 – 25% over proposed cost per unit</td>
<td>- 1.5%</td>
</tr>
<tr>
<td>25 – 30% under proposed number of units of service</td>
<td>- 2.0%</td>
</tr>
<tr>
<td>30% or more under proposed number of units of</td>
<td>- 2.5%</td>
</tr>
<tr>
<td>service</td>
<td></td>
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</tbody>
</table>

Section 3 - Project Management

<table>
<thead>
<tr>
<th>Scope of Performance</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>1. Did the grantee exhibit timely progression on each task included in the scope of work?</td>
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<tr>
<td>Task 2:</td>
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<td>Task 3:</td>
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<td>Task 4:</td>
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<td>Task 5:</td>
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<td>Task 6:</td>
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<td>Task 7:</td>
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<tr>
<td>Task 8:</td>
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</tbody>
</table>

*Indicates a question that if checked “no” results in a compliance deficiency for federally funded and TransNet funded grants

**Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Did the grantee maintain sufficient staff capacity to manage the project and comply with the terms of the grant agreement? *</td>
<td></td>
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<tr>
<td>3. Did the grantee request prior authorization from SANDAG before making any significant changes to the project? *</td>
<td></td>
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<tr>
<td>4. Did the grantee request prior authorization from SANDAG before entering into any non-budgeted purchase or sub-grantee agreement exceeding $500? *</td>
<td></td>
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<tr>
<td>5. Are administrative costs a reasonable portion of costs given the nature of the project?</td>
<td></td>
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<tr>
<td>6. Are all services being delivered eligible under federal grant requirements and/or the grant agreement? *</td>
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</tbody>
</table>

**Insurance**

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Did the grantee submit and maintain evidence of compliance with insurance requirements (general liability, automobile liability, workers compensation)? *</td>
<td></td>
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<td></td>
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</tbody>
</table>

**Financial Management**

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Was the budget managed such that no budget amendments were made during the period?</td>
<td></td>
<td></td>
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<tr>
<td>9. Were funds drawn down in a timely manner?</td>
<td></td>
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<tr>
<td>10. If indirect costs are included in the project budget, does the grantee have an indirect cost rate approved by a cognizant agency or by SANDAG for grants? *</td>
<td></td>
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<tr>
<td>11. Was the methodology for calculating in-kind contributions towards matching funds reasonable and documented? *</td>
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<tr>
<td>12. Were all travel costs in accordance with the per diem rates specified by the State of California for similar employees? *</td>
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</tbody>
</table>
| 13. If the program has a user fee, did the grantee collect the amount of revenue from user fees projected in the application?  
Projected User Fees: _______________  
Actual User Fees: _______________ |     |    |     |
| 14. Did the grantee maintain a separate set of accounts for the project? * |     |    |     |
| 15. Did the grantee have sufficient cash flow to support the reimbursement aspect of the grant program? |     |    |     |
| 16. Were the matching funds provided from the source identified in the original proposal?  
Source: _______________  
Actual: _______________ |     |    |     |
| 17. If the grantee received more than $750,000 in federal assistance in the previous fiscal year, was a Single Audit or Program Audit (2 CFR 200) completed? ** |     |    |     |
| 18. If a Single Audit or Program Audit was completed and there were material findings, were those material findings resolved by a subsequent audit (or within twelve months of receipt of the initial finding)? ** |     |    |     |
| 19. Were competitive bids solicited for significant purchases greater than $3,000? * |     |    |     |

**Records**

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Are accounting records available for review by SANDAG? *</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>21. Are all expenditures accounted for in accounting records? *</td>
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<tr>
<td>22. Did the grantee maintain a mileage reimbursement log available for inspection by SANDAG? *</td>
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<tr>
<td>23. Are documents related to project expenses readily accessible and available to SANDAG upon request and kept separate from documents not related to the project? *</td>
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<tr>
<td>24. Does the grantee have a plan to comply with the grant agreement’s records retention requirement? *</td>
<td></td>
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</tr>
</tbody>
</table>

*Indicates a question that if checked “no” results in a compliance deficiency for federally funded and TransNet funded grants  
**Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>25. Was ridership and associated program data tracked adequately and available to SANDAG?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>26. Was program participation tracked sufficiently to fulfill requirements for tracking for the needs accommodation policy?*</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>27. Did the grantee maintain an inventory of grant purchased equipment (includes the following as applicable: description, I.D. number, acquisition date, cost, federal or TransNet percentage, grant number, useful life, depreciation, location, use and condition, disposition action, vested title holder, and any other identifying information necessary)?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Indicates a question that if checked “no” results in a compliance deficiency for federally funded and TransNet funded grants</strong></td>
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<tr>
<td>28. Does a representative from the grantee’s organization regularly attend Council on Access and Mobility (CAM) meetings?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>29. Does the grantee participate in countywide emergency preparedness efforts?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>30. Does the grantee partner with others for combined purchasing of large quantity or high value items?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>31. If there is a volunteer driver component to the project, does the grantee participate in the volunteer driver coalition?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>32. Does the grantee participate in other coordination efforts with partner agencies?</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td><strong>Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants</strong></td>
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<tr>
<td>33. Did the grantee remain on schedule such that no extensions were or will be required for any major milestones or the project completion date?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>34. Did the grantee exhibit timely progress toward the completion of the project during this period?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>35. Did the grantee submit invoices at least quarterly?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>36. Were sufficient materials including required documentation consistently submitted with the invoice packet? (at least 75% submitted with all required documentation, and invoice forms filled out correctly)*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>37. Are required grant reports submitted in a timely manner (at least 75% invoices submitted on time)?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants</strong></td>
<td></td>
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<tr>
<td>38. Did the grantee include the necessary provisions in any subagreement?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>39. Did the grantee adequately monitor any subgrantees/subcontractors to ensure Federal and/or TransNet compliance with provisions in the subagreement?*</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>40. Did the grantee maintain a written code of conduct or standards of conducts for persons engaged in the award or administration of sub-agreements, leases, or third-party contracts? *</td>
<td>☐</td>
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</tr>
<tr>
<td><strong>Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants</strong></td>
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<tr>
<td>41. If grantee has used non-federal funds for lobbying activities, was the proper disclosure submitted to SANDAG on OMB Standard Form LLL?**</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>42. Did the grantee submit all applicable forms on time including progress reports, Certificate of Civil Rights Assurances, Equal Employment Opportunity Certificate, Subrecipient Title VI Non-Discrimination form, Disadvantaged Business Enterprise Program Statement including level of Disadvantaged Business Enterprise and small business participation**</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Title VI Compliance</td>
<td>YES</td>
<td>NO</td>
<td>N/A</td>
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<tr>
<td>--------------------------------------------------------</td>
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</tr>
<tr>
<td>43. Does the grantee have a nondiscrimination policy, a written complaint form and complaint procedures that are posted?*</td>
<td></td>
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<tr>
<td>44. Was a Title VI plan submitted to and approved by SANDAG prior to the execution of the grant agreement?**</td>
<td></td>
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</tr>
<tr>
<td>45. Did the grantee provide SANDAG written notice of Title VI-related complaints within 72 hours of receiving the complaint and resolve the Title VI-related complaint in a timely manner?*</td>
<td></td>
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</tr>
<tr>
<td>46. Did the grantee keep a record of Title VI-related complaints and document the steps taken towards resolution?*</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>47. Did the grantee adequately track client demographic data, including frequency of client access, to SANDAG?*</td>
<td></td>
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<tr>
<td>48. Are outreach materials translated into appropriate languages given the communities served?**</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Americans with Disabilities Act (ADA) Compliance</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>49. Does the grantee make reasonable modifications to their service to accommodate individuals with disabilities?*</td>
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<tr>
<td>50. Does the grantee operate accessible vehicles or meet the applicable equivalent service standard?**</td>
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<tr>
<td>51. Did the grantee provide SANDAG written notice of ADA-related complaints within 72 hours of receiving the complaint and resolve the ADA-related complaint in a timely manner?*</td>
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<tr>
<td>52. Did the grantee keep a record of ADA-related complaints and document the steps taken towards resolution?*</td>
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<tr>
<td>53. Did the grantee hold public meetings that are accessible to individuals with disabilities and accessible by public transportation (or for which transportation was provided)?*</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Score</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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<tbody>
<tr>
<td>More than 95% affirmative answers for applicable responses</td>
<td>+ 0.5%</td>
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<tr>
<td>90 – 95% affirmative answers for applicable responses</td>
<td>0%</td>
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<tr>
<td>85 – 90% affirmative answers for applicable responses</td>
<td>- 0.5%</td>
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<td>80 – 85% affirmative answers for applicable responses</td>
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<td>75% – 80% affirmative answers for applicable responses</td>
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<tr>
<td>70% – 75% affirmative answers for applicable responses</td>
<td>- 2%</td>
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<tr>
<td>Less than 70% affirmative answers for applicable responses</td>
<td>- 2.5%</td>
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</table>

**Section 4 - Service Quality**

<table>
<thead>
<tr>
<th>Service Parameters</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>54. Are the service parameters an appropriate match for the clients’ needs?</td>
<td></td>
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</table>

*Indicates a question that if checked “no” results in a compliance deficiency for federally funded and TransNet funded grants

**Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants
<table>
<thead>
<tr>
<th>Quality Control Measures</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>55.</td>
<td></td>
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<tr>
<td>Has the grantee developed and implemented criteria for prioritizing clients to be served where program resources are insufficient to meet the demand for services?</td>
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<td>56.</td>
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<tr>
<td>Does the grantee employ adequate quality control measures?</td>
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<td>57.</td>
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<tr>
<td>Is the effectiveness of the service analyzed at least quarterly?</td>
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</table>

<table>
<thead>
<tr>
<th>Customer Satisfaction</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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<tbody>
<tr>
<td>58.</td>
<td></td>
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<tr>
<td>Has the grantee developed and distributed a customer satisfaction survey?</td>
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<tr>
<td>59.</td>
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<tr>
<td>If a survey is used, is the general feedback positive?</td>
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<td>60.</td>
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<td>Do other methods of feedback indicate positive customer satisfaction?</td>
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<td>61.</td>
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<tr>
<td>Did the grantee record and track service related complaints from clients or the general public and document steps taken toward timely resolution?*</td>
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<td>62.</td>
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<tr>
<td>Does the grantee track on-time performance?</td>
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<td>63.</td>
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<tr>
<td>If so, does the service general operate on time?</td>
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<thead>
<tr>
<th>Safety</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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<tr>
<td>64.</td>
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<tr>
<td>If required, does the grantee participate in annual CHP terminal inspections?</td>
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<td>65.</td>
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<tr>
<td>Are drivers required to have a commercial driver’s license to operate commercial vehicles?</td>
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<td>66.</td>
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<tr>
<td>Are program participants, drivers, and volunteers properly trained?</td>
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<td>67.</td>
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<td>Did the grantee provide adequate training to project personnel (including volunteers) as appropriate to their duties, such as CPR, First Aid, and sensitivity training?</td>
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<thead>
<tr>
<th>Outreach</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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<tr>
<td>68.</td>
<td></td>
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<tr>
<td>Did the grantee submit marketing materials to SANDAG for review?</td>
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<td>69.</td>
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<tr>
<td>Did the grantee provide SANDAG with project information and photos to support media and communication efforts?*</td>
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<td>70.</td>
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<tr>
<td>Does the program provide supporting services, information and assistance, and outreach?</td>
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<td>71.</td>
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<td>Were outreach measures conducted at least quarterly?</td>
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<td>72.</td>
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<td>Are the outreach materials effective, as indicated by growing clientele?</td>
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</table>

**Score**

- More than 95% affirmative answers for applicable responses: + 0.5%
- 90 – 95% affirmative answers for applicable responses: 0%
- 85 – 90% affirmative answers for applicable responses: - 0.5%
- 80 – 85% affirmative answers for applicable responses: - 1.0%
- 75% – 80% affirmative answers for applicable responses: - 1.5%
- 70% – 75% affirmative answers for applicable responses: - 2.0%
- Less than 70% affirmative answers for applicable responses: - 2.5%

*Indicates a question that if checked “no” results in a compliance deficiency for federally funded and TransNet funded grants
**Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants
Section 5 – Summary and Identification of Deficiencies

SANDAG staff uses the following tables to review any “NO” responses to questions in the Monitoring Checklist, identify deficiencies, and determine appropriate follow-up actions. Questions marked with an asterisk or double asterisk indicate requirements under the grant agreement and if checked “NO” result in a compliance deficiency. A deficiency is an area in which the grantee is deficient in meeting its obligations under the grant agreement. Each deficiency will include a citation to the applicable section of the grant agreement. Grantees are required to submit a recovery plan within ten (10) days of the site visit at which a deficiency or deficiencies were identified. Recovery plans must include the steps the grantee will take to correct each deficiency and comply with grant provisions. Grantees must implement the corrective action(s) as outlined in their recovery plan within 30 days of identification of the compliance deficiency.

<table>
<thead>
<tr>
<th>Boxes Checked “No”</th>
<th>Explanation</th>
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Identified Deficiencies

<table>
<thead>
<tr>
<th>Responses and Solutions</th>
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Follow Up Items

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</table>

SANDAG Project Manager                                      Grantee Project Manager

*Indicates a question that if checked “no” results in a compliance deficiency for federally funded and TransNet funded grants

**Indicates a question that if checked “no” results in a compliance deficiency for federally funded grants
Appendix D
SECTION 5310 FUND TRANSFER PROGRAM

FUND TRANSFER AGREEMENT NO. INSERT NUMBER
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND SUBRECIPIENT NAME

THIS FUND TRANSFER AGREEMENT NO. Insert Number (AGREEMENT), dated this Insert Date day of Insert Month, Insert Year, is between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California 92101 (hereinafter referred to as “SANDAG”), and Insert Subrecipient Name, Insert Subrecipient Address (hereinafter referred to as “SUBRECIPIENT”). SANDAG and SUBRECIPIENT are also hereinafter collectively referred to as “the Parties.” The termination of this AGREEMENT is Insert Date.

RECITALS

SANDAG and SUBRECIPIENT, pursuant to the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Fixing America’s Surface Transportation Act (FAST), are authorized to enter into this AGREEMENT pertaining to federal funding committed for Section 5310 funding (collectively “Section 5310 funds”) that SANDAG is responsible for allocating within its jurisdiction. Section 5310 funds are provided by the Federal Department of Transportation (DOT) agency known as the Federal Transit Administration (FTA) to SANDAG as the designated recipient, and therefore various federal requirements and certifications will apply to SUBRECIPIENT as part of this AGREEMENT.

SUBRECIPIENT has agreed to implement the Insert Name of Project Project (hereinafter “Project”), subject to the terms and conditions of this AGREEMENT. The Project description is attached as “Project Description (Scope of Work, Project Schedule, and Project Budget),” and hereafter referred to as the “Project Description.”

A resolution acceptable to SANDAG, from SUBRECIPIENT’s governing body adopting the specific Project described above into SUBRECIPIENT’s budget is attached as “SUBRECIPIENT Resolution.” The SUBRECIPIENT Resolution authorizes SUBRECIPIENT to execute contracts and agreements to implement work elements specified in the Project Description.

All services performed by SUBRECIPIENT pursuant to this AGREEMENT are intended to be performed in accordance with all applicable federal, state, and local laws, ordinances, regulations and policies, including, but not limited to, SANDAG Board Policy No. 035 Competitive Grant Program Procedures, as amended. Board Policy No. 035 is attached to this AGREEMENT as “SANDAG Board Policy No. 035: Competitive Grant Program Procedures.”

Project funding is as follows:

<table>
<thead>
<tr>
<th>FUND SOURCE</th>
<th>DOLLAR AMOUNT</th>
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<tbody>
<tr>
<td>Section 5310</td>
<td></td>
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<tr>
<td>Matching funds</td>
<td></td>
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<tr>
<td>MAP-21/FAST Act</td>
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<tr>
<td>SUBRECIPIENT</td>
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</table>
In consideration of the foregoing, and the mutual promises of the parties hereto, SUBRECIPIENT and SANDAG agree as follows:

**AGREEMENT**

**I. GRANT AWARD**

A. The total amount awarded to SUBRECIPIENT pursuant to this AGREEMENT by SANDAG shall not exceed $\text{Insert Grant Amount}.

B. It is agreed and understood that this AGREEMENT fund limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below that fund limitation established herein.

**II. LOCAL MATCH FUNDS**

SUBRECIPIENT shall provide matching funds from a source other than federal funds in an amount of percent of the actual cost of the Project, estimated to be $\text{Insert Matching Funds Amount}. If the actual cost of the Project exceeds the Project budget, SUBRECIPIENT is responsible for 100 percent of the actual cost greater than the budgeted cost.

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

B. SUBRECIPIENT agrees to contribute at least the statutorily or other required local contribution of matching funds (other than DOT funds or fare revenues), if any is specified within this AGREEMENT or in any attachment hereto, toward the actual cost of the services described in the Project Description, whichever is greater. The local matching funds may be in the form of in-kind contributions if approved by SANDAG. SUBRECIPIENT shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

**III. PROJECT COMPLETION**

SUBRECIPIENT agrees to complete the Project as described in the Project Description, financed with federal funds allocated and encumbered by SANDAG and any matching funds committed to herein by SUBRECIPIENT. SANDAG authorizes SUBRECIPIENT to begin working on the Project, and SUBRECIPIENT agrees to undertake Project work, promptly after receiving a written Notice to Proceed from SANDAG. SUBRECIPIENT shall not proceed with the work, and shall not be eligible to receive payment for work performed, prior to SANDAG issuance of a written Notice to Proceed.

**IV. NOTIFICATION OF PARTIES**

SUBRECIPIENT’s Project Manager is .

The SANDAG Project Manager is .
All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

SANDAG: San Diego Association of Governments  
Attention: Insert SANDAG PM Name  
401 B Street, Suite 800  
San Diego, CA 92101

SUBRECIPIENT: Insert Subrecipient Name  
Attention: Insert Subrecipient PM Name  
Insert Subrecipient Address

V. SCOPE OF PERFORMANCE

Work under this AGREEMENT shall begin upon SANDAG issuance of a Notice to Proceed. This grant was awarded based on the application submitted by SUBRECIPIENT with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work, which is included in the Project Description. Any substantive deviation from the Scope of Work must be approved in advance by SANDAG if grant funds are to be used for such changes. If SUBRECIPIENT believes substantive changes need to be made to the Project, SUBRECIPIENT will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the relevant federal funding program and whether the changes would have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have AGREEMENT funding withheld or refunded due to substantive Project changes.

SUBRECIPIENT shall make diligent and timely progress toward completion of the Project within the timeliness set forth in the Project Schedule, which is included in the Project Description. SUBRECIPIENT further agrees to the requirements and timeframes set forth in SANDAG Board Policy No. 035: Competitive Grant Program Procedures, and any amendments thereto.

In the event SUBRECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, SUBRECIPIENT 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 SUBRECIPIENT expects to complete performance. SUBRECIPIENT's notification shall be informational in character only and SANDAG's 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.

VI. COMPLIANCE

SUBRECIPIENT's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the "SANDAG Grant Monitoring Checklist," in substantially the same form as attached, to document compliance using both cost and non-cost performance indicators.

A. Cost Performance Indicators

SUBRECIPIENT's performance will be measured by comparing the actual cost per unit of service to the SUBRECIPIENT’s proposed cost per unit of service as reflected in the Scope of Work. If the SUBRECIPIENT does not achieve within 130 percent of its proposed cost per unit service.
of service delivered by the initial or mid-point benchmark as reflected in the Scope of Work, SANDAG will issue SUBRECIPIENT a written Notice to Complete a Recovery Plan. SUBRECIPIENT’s Recovery Plan shall include a detailed description of how SUBRECIPIENT intends to bring cost efficiency within 130 percent of the cost per unit of service delivered as reflected in the Scope of Work. SUBRECIPIENT’s Recovery Plan description must include an implementation schedule that reflects achievement of the 130 percent recovery within six months following the issue date of the SANDAG Notice to Complete a Recovery Plan. SUBRECIPIENT must submit its Recovery Plan to the SANDAG Project Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If SUBRECIPIENT’s performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this AGREEMENT.

B. Non-Cost Performance Indicators

SANDAG will utilize the SANDAG Grant Monitoring Checklist at regular site visits to verify compliance with provisions in this AGREEMENT and document compliance deficiencies. If SUBRECIPIENT does not comply with provisions in this AGREEMENT, SANDAG will issue SUBRECIPIENT a written Notice to Complete a Recovery Plan. SUBRECIPIENT’s Recovery Plan shall include a detailed description of how SUBRECIPIENT intends to come into compliance. SUBRECIPIENT’s Recovery Plan description must include an implementation schedule that reflects compliance within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. SUBRECIPIENT must submit its Recovery Plan to the SANDAG Project Manager within 30 calendar days of the identification of the compliance deficiency and issuance of the SANDAG Notice to Complete a Recovery Plan. If SUBRECIPIENT does not take corrective action or does not come into compliance with the provisions in this AGREEMENT, SANDAG in its sole discretion may terminate this AGREEMENT.

VII. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the AGREEMENT was executed only after ascertaining the availability and appropriation of funds.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to SANDAG by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that, if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this AGREEMENT shall be amended to reflect any reduction in funds.

D. SANDAG has the option to void this AGREEMENT under the 30-day termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, SANDAG may reimburse SUBRECIPIENT in accordance with the provisions of the section entitled “Allowable Costs for Non-Vehicle Purchases”.

Agreement No. [INSERT AGMT NO.]  Page 4 of 20  [INSERT GRANTEE NAME]
VIII. ALLOWABLE COSTS FOR NON-VEHICLE PURCHASES

A. The method of payment for this AGREEMENT will be based upon actual allowable costs. SANDAG will reimburse SUBRECIPIENT for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, employee benefits, and travel and third-party contract costs incurred by SUBRECIPIENT in performance of the Project work, not to exceed the grant award amount set forth in the section entitled “Grant Award”, above. Overhead is reimbursable if the SUBRECIPIENT has a Federally Negotiated Indirect Cost Rate (FNICR) recognized by the federal government. SUBRECIPIENTS that have never received a FNICR may choose to use a 10 percent de minimis indirect cost rate per 2 CFR 200 or negotiate an audited alternate indirect cost rate with SANDAG. The indirect cost rate to be used by SUBRECIPIENT is identified in the following attachment to this AGREEMENT: “Subaward Identification.” Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in the Project Description without prior written agreement between SANDAG and SUBRECIPIENT.

B. Reimbursement of SUBRECIPIENT expenditures will be authorized only for those allowable costs actually incurred by SUBRECIPIENT in the performance of the Project work. SUBRECIPIENT must have incurred the expenditures on or after receiving the SANDAG Notice to Proceed and before the Termination Date of this AGREEMENT, and also must have paid for those costs to claim any reimbursement. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but shall not exceed the rates stipulated in the Caltrans Travel and Expense Guide for Non-Represented Employees at: www.dot.ca.gov/hq/asc/travel/ch12.htm.

C. SANDAG will reimburse SUBRECIPIENT for vehicle expenses claimed using a mileage reimbursement rate up to the current maximum allowable by the Internal Revenue Service (IRS). SANDAG will advise the SUBRECIPIENT of changes in the IRS rate. Subject to the conditions outlined in the next paragraph, the mileage reimbursement rate shall cover all vehicle expenses, with the exception of parking fees and roadway tolls. The vehicle expenses covered by the mileage reimbursement rate include, but are not limited to, items such as fuel, oil, repairs, wear items (e.g., tires, brakes, mufflers), preventative maintenance, parts, washing, license and registration fees, and insurance.

The mileage reimbursement will only be paid for mileage reflected in a SUBRECIPIENT-maintained mileage log. The mileage log must include the vehicle identification number, date and time of trip, trip purpose, beginning odometer, ending odometer and total trip mileage. Receipts are required for parking and tolls. SANDAG may, at its discretion, audit SUBRECIPIENT’s mileage logs and require SUBRECIPIENT’s submission of its mileage logs with any SUBRECIPIENT invoices seeking mileage reimbursement.

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

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

B. SUBRECIPIENT agrees that it, and its third-party contractors will agree, that (a) Contract Cost Principles and Procedures and Federal Acquisition Regulations System under 2 CFR 200 shall be used to determine the allowability of individual Project cost items; and (b) all parties shall comply with federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the following attachments to this AGREEMENT: Standard Federal Provisions (Federal Transit Administration) and the Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities. Every third-party participating in this AGREEMENT as a third-party contractor shall comply with federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and the following attachments to this AGREEMENT: Standard Federal Provisions (Federal Transit Administration) and the Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities.

C. Any Project costs for which SUBRECIPIENT has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200 are subject to repayment by SUBRECIPIENT to SANDAG. Should SUBRECIPIENT fail to reimburse moneys due SANDAG within 30 calendar days of discovery or demand, or within such other period as may be agreed to in writing between the Parties hereto, SANDAG is authorized to intercept and withhold future payments due SUBRECIPIENT from SANDAG.

X. **REPORTS**

A. SUBRECIPIENT shall submit written progress reports quarterly to allow SANDAG to determine if SUBRECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed. Grant Progress Reports including Project data shall be provided no less frequently than quarterly. The standardized SUBRECIPIENT reporting forms will be provided by the SANDAG Project Manager.

B. SUBRECIPIENT shall provide any requested data regarding trips and populations served, including but not limited to any reports required by federal funding agencies such as the performance measure reporting set forth in FTA Circular 9070.1 G.

C. If SUBRECIPIENT expends $750,000 or more in Federal awards in a federal fiscal year, SUBRECIPIENT must have a single audit conducted in accordance with the Office of
Management and Budget (OMB) under 2 CFR 200 unless SUBRECIPIENT elects to have a program-specific audit. If the only Federal funds expended by SUBRECIPIENT are Section 5310 funds, SUBRECIPIENT may elect to have a program-specific audit. The federal CFDA Number for the 5310 Program is 20.513.

If a single audit or program-specific audit is required, SUBRECIPIENT must submit the audit to SANDAG. SANDAG will issue a management decision within six months of receipt of the Single Audit if there are audit findings that relate to the Section 5310 award. SANDAG will state whether or not the audit finding is sustained, and if the SUBRECIPIENT has not yet completed the corrective action, a timetable for follow-up will be given.

D. If a vehicle was purchased with funding from this AGREEMENT, no less than 90 calendar days prior to the end of the useful life of a vehicle, SUBRECIPIENT and SANDAG shall meet to discuss any outstanding Project close-out matters of concern to either party. Written minutes from this Project close-out meeting shall be jointly created by SUBRECIPIENT and SANDAG and shall include any budget, schedule and/or scope of work adjustments to be completed by SUBRECIPIENT prior to the termination date of this AGREEMENT.

E. In order to track the types of persons served by Subrecipients for Title VI, as well as provide information to SUBRECIPIENT to help it better serve its clients, SUBRECIPIENT will be required to provide client demographic information and other data to SANDAG annually, on a form to be provided by SANDAG. Data will be used to complete and annually submit the “Client Demographic Information Form” which is attached to this AGREEMENT.

XI. INDEMNIFICATION AND LIABILITY

A. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties to this AGREEMENT or effect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to operation, maintenance, or repair different from the standard of care imposed by law. In connection with the Project, SUBRECIPIENT agrees that SANDAG shall not be subject to any obligations or liabilities to any third-party contractor, or other person or entity that is not a party to this AGREEMENT. Notwithstanding that SANDAG may have concurred in or approved any third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the SUBRECIPIENT, including any third-party contractor at any tier.

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

SUBRECIPIENT for itself and on behalf of its third-party contractor shall procure and maintain during the period of performance of this AGREEMENT, and for 12 months following the termination date of this AGREEMENT, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

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

B. Automobile Liability. For personal and bodily injury, including death, and property damage in an amount not less than $1,000,000. Third-party contractor shall include SANDAG as a loss payee on its policy.

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.

SUBRECIPIENT shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under insurance procured and maintained by SUBRECIPIENT and/or its third-party contractor required under this Agreement. Each insurance policy shall contain a clause which provides that the policy may not be canceled without first giving 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.

SUBRECIPIENT and its third-party contractor shall maintain sufficient insurance or a self-insurance program approved by SANDAG to cover all casualty losses and ensure the repair or replacement of federally funded Property. In the event a piece of Property is not replaced or repaired, SUBRECIPIENT agrees to transfer any insurance proceeds received to SANDAG for remitting the federal share to the FTA.

XIII. DISABLED ACCESS REVIEW

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

XIV. NON-DISCRIMINATION

A. During the performance of this AGREEMENT, SUBRECIPIENT and all of its third-party contractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition
(cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. SUBRECIPIENT and its third-party contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its third-party contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by this reference and are made a part hereof as if set forth in full. SUBRECIPIENT and its third-party contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. SUBRECIPIENT shall include the nondiscrimination and compliance provisions of this clause in all third-party contracts to perform work under this AGREEMENT.

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

1. **Nondiscrimination in Federal Transit Programs.** The SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier under the Project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, religion, national origin, sex, age, and disability, and prohibit discrimination in employment or business opportunity.

2. **Nondiscrimination on the Basis of Disability.** The SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.


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

   c. **DOT regulations implementing Section 504 and the ADA include 49 CFR 27, 37, 38, and 39.** Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
d. Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7 or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.

e. In addition, those who receive any AGREEMENT funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

3. Nondiscrimination-Title VI. SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the Project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.


c. FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.” This document provides those who receive AGREEMENT funds with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR 21), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, Dec. 14, 2005).

d. U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005). This guidance clarifies the responsibilities of those receiving Federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

e. FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.” This document provides those receiving AGREEMENT funds with guidance and instructions necessary to carry out U.S. DOT Order 5610.2 to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice that describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
f. U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations. DOT Order 5610.2 describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities.

4. **Equal Employment Opportunity.** SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue. Subrecipients and third-party contractors at any tier that receive capital or operating assistance in excess of $1 million or planning assistance in excess of $250,000 and employ 50 or more transit-related employees must submit to SANDAG an EEO plan consistent with the requirements set forth in FTA Circular 4704.1.


6. **Nondiscrimination on the Basis of Age.** SUBRECIPIENT agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101, et seq.), and Department of Health and Human Services’ (DHHS’) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” (45 CFR 90), which prohibit discrimination against individuals on the basis of age. In addition, SUBRECIPIENT agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA), 29 U.S.C. 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR 1625), which prohibit employment discrimination against individuals on the basis of age.

7. **Disadvantaged Business Enterprise (DBE).** To the extent required by Federal law, regulation, or directive, SUBRECIPIENT agrees to take the following measures to facilitate participation by DBEs:
   
   a. SUBRECIPIENT agrees and assures that it will comply with MAP-21 Section 1101(b) (23 U.S.C. 101 note), which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBE’s. This 10 percent national goal is aspirational and is used by the DOT to help monitor and evaluate DBE participation in DOT-assisted contracting opportunities.

   b. SUBRECIPIENT agrees and assures that it will comply with DOT regulation, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR 26. Among other
provisions, this regulation requires certain SUBRECIPIENTS of DOT Federal financial assistance, including SUBRECIPIENT, to ensure that DBE firms have a level competitive playing field and opportunity to participate in DOT-assisted contracts.

c. SUBRECIPIENT agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract supported with Federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR 26. SUBRECIPIENT agrees to take all necessary and reasonable steps set forth in 49 CFR 26 to ensure nondiscrimination in the award and administration of all third-party contracts supported with Federal assistance derived from DOT. As required by 49 CFR 26 and approved by DOT, SANDAG’s DBE Program is incorporated by reference and made part of this Agreement. The SUBRECIPIENT agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification by DOT to SANDAG and notification by SANDAG to SUBRECIPIENT of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, (31 U.S.C. 3801, et seq.).

d. In connection with the performance of this AGREEMENT, SUBRECIPIENT will cooperate with SANDAG in meeting its commitments and goals with regard to the maximum utilization of DBEs and other small businesses. It is SANDAG policy that DBEs and small businesses shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with FTA funds.

e. SUBRECIPIENT shall carry out applicable requirements of 49 CFR 26, of the Code of Federal Regulations, entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” (the Regulations) in the award and administration of this AGREEMENT.

D. SUBRECIPIENT shall sign and submit to SANDAG the following forms attached to this AGREEMENT, prior to, or concurrently with, this AGREEMENT: “Certificate of Civil Rights Assurances,” and “Equal Employment Opportunity Certificate of Compliance.” SUBRECIPIENT shall also submit the “Client Demographic Information Form”, as attached to this AGREEMENT, annually. In addition, SUBRECIPIENT shall submit documentation of its Disadvantaged Business Enterprise (DBE) status if subrecipient or any third-party contractors are certified as a DBE.

XV. COMPLAINT PROCEDURES

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

XVI. PURCHASES BY SUBRECIPIENT

A. All Purchases

1. Prior authorization in writing by SANDAG shall be required before SUBRECIPIENT enters into any non-budgeted third-party contracts exceeding $500 for supplies, equipment, or consultant services. SUBRECIPIENT shall provide an evaluation of the necessity or desirability of incurring such costs.

2. For the purchase of any item, service, or consulting work not covered in the Project Description and exceeding $500, SUBRECIPIENT must competitively bid the work, or the absence of bidding must be adequately justified, and prior authorization must be obtained from SANDAG. SUBRECIPIENT shall maintain ownership of any real or personal property purchased using AGREEMENT funding (Property) and shall use such Property only for the purposes set forth in this AGREEMENT. The parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended.

3. The useful life of the Property will be specified in the Project Description.

4. SANDAG and SUBRECIPIENT agree that SUBRECIPIENT shall maintain each piece of Property in good operating order consistent with the purposes for which they were intended. SUBRECIPIENT agrees to make all maintenance records available to SANDAG and include as applicable in reports (see section entitled “Reports”, above).

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

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

   a. SUBRECIPIENT shall maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under the terms of this AGREEMENT.

   b. The inventory record of each piece of such Property shall include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder, and/or any other information necessary to identify said Property. (2 CFR 200).
c. Non-expendable Property so inventoried are those items of Property that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of Property costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request by SANDAG.

7. 2 CFR 200 requires a credit to Federal funds when participating Property with a fair market value greater than $5,000 is credited to the Project.

8. SANDAG and SUBRECIPIENT agree that if a piece of Property is utilized for transportation services it shall be provided in a nondiscriminatory manner. SANDAG agrees to provide any necessary Title VI reporting to the federal government. SUBRECIPIENT agrees to provide such technical assistance and information as necessary for the development of that Title VI report (see also the section entitled “Non-Discrimination,” above).

B. Vehicle Purchases [SUBSECTION USED FOR CAPITAL PROJECTS]

1. The vehicles must be retained in service in accordance with useful life standards as set in FTA Circular 5010.1E. Subject to the section entitled “Allowable Costs for Non-Vehicle Purchases” above, SUBRECIPIENT shall be responsible at its sole cost for all normal maintenance and upkeep, insurance, taxes and registration fees related to the Property. SUBRECIPIENT also shall comply with the terms of the Vehicle Lease Agreement(s), which is attached to this AGREEMENT, for any vehicle purchases. Any Vehicle Lease Agreement(s) subsequently executed for the purpose of engaging a third-party contractor to operate the Vehicles purchased under this AGREEMENT is hereby incorporated by this reference.

2. On behalf of SUBRECIPIENT, SANDAG shall procure the Property in compliance with all federal requirements for competitive procurement, including, but not limited to the Buy America requirements applicable to vehicles pursuant to the Federal Transit Administration’s requirements. SUBRECIPIENT shall develop appropriate plans and specifications for each piece of Property to meet SUBRECIPIENT’s needs. SANDAG shall not be responsible for errors in plans or specifications provided by SUBRECIPIENT.

3. Due to FTA requirements that mandate that SANDAG maintain ownership and control of vehicles purchased with funds provided under this AGREEMENT, SUBRECIPIENT shall be required to enter into the Vehicle Lease Agreement(s) for the purchase of revenue or non-revenue vehicles. At the conclusion of the useful life of the Property, or if this AGREEMENT is terminated, SUBRECIPIENT shall dispose of property consistent with FTA guidance and the terms of the Vehicle Lease Agreement(s).

XVII. DRUG AND ALCOHOL TESTING

SUBRECIPIENT agrees to provide drug and alcohol testing of its drivers to the extent it is required by federal law.
XVIII. THIRD-PARTY CONTRACTING

A. SUBRECIPIENT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be completed by a third-party contractor without written authorization by SANDAG, unless expressly included (third-party contractor identified) in the Project Description. Any third-party contract entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this AGREEMENT to be applicable to SUBRECIPIENT’s third-party contractor.

B. SUBRECIPIENT shall not award contracts over $3,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of SANDAG. Contracts awarded by SUBRECIPIENT, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

C. SUBRECIPIENT shall execute and cause their third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with the federal government. SUBRECIPIENT shall provide signed debarment and suspension certificates to SANDAG in advance of utilizing any third-party contractor.

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

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

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

XIX. ETHICS

SUBRECIPIENT agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts supported with funding provided under this AGREEMENT. SANDAG has established policies concerning potential conflicts of interest. These policies apply to SUBRECIPIENT. For all awards by SANDAG or SUBRECIPIENT, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and SUBRECIPIENT staffs are specifically prohibited from participating in the selection process for a procurement when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or SUBRECIPIENT if one of their respective board members or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG or SUBRECIPIENT. Neither SANDAG nor SUBRECIPIENT’s officers, employees, agents, and board members shall solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements.
subagreements. By signing this AGREEMENT, SUBRECIPIENT affirms that it has no knowledge of an ethical violation by SANDAG or SUBRECIPIENT staff. If SUBRECIPIENT has any reason to believe a conflict of interest exists with regard to the AGREEMENT or the Project, it should notify the SANDAG Office of General Counsel immediately.

XX. **LABOR CODE COMPLIANCE**

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

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

XXI. **FIRE MARSHAL REVIEW**

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

XXII. **RECORDS RETENTION**

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

B. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of SUBRECIPIENT’s third-party contracts, pursuant to Government Code section 8546.7, SUBRECIPIENT, SUBRECIPIENT’s third-party contractors at any tier and SANDAG shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the entire
Project period and for three years from the date of the SANDAG final payment to SUBRECIPIENT under this AGREEMENT. SANDAG or any duly authorized representative of SANDAG or the DOT shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and SUBRECIPIENT shall furnish copies thereof upon SANDAG request.

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

XXIII. MEDIA AND COMMUNITY OUTREACH COORDINATION

SUBRECIPIENT agrees to keep SANDAG up-to-date on the Project and media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. SUBRECIPIENT agrees to assist SANDAG with media or community events related to the grant-funded project. Furthermore, as part of the reports submitted to SANDAG, SUBRECIPIENT agrees to provide Project information to support media and communications efforts. This includes Project photos taken throughout the project at program events or as a part of Project tasks. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with Project descriptions, dates, locations, and the names of those featured, if appropriate. SANDAG reserves the right to use the information provided by SUBRECIPIENT for any combination of the following: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, SUBRECIPIENT agrees to release the rights of the photos to SANDAG for its use.

XXIV. CHANGES IN TERMS OR CONDITIONS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the Parties. SUBRECIPIENT 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 SUBRECIPIENT’s ability to perform the Project in accordance with the terms of this AGREEMENT. SUBRECIPIENT also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG 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, SUBRECIPIENT agrees to send each notice to SANDAG required by this subsection to the SANDAG Office of General Counsel.

B. SANDAG is obligated to notify the federal government of any change in conditions, including changes in local law or litigation which would affect performance of the project. SUBRECIPIENT agrees that, in the event such circumstances occur, it will notify SANDAG, in writing, within ten calendar days.

XXV. DISPUTES

A. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be finally decided by the SANDAG Chief Deputy Executive Director,
who may or may not consider any written or verbal evidence submitted by SUBRECIPIENT, in the Chief Deputy’s sole discretion.

B. Neither the pendency of a dispute nor its consideration by the SANDAG Chief Deputy Executive Director will excuse either party from full and timely performance in accordance with the terms of the AGREEMENT.

XXVI. EARLY TERMINATION OF THIS AGREEMENT

This AGREEMENT may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to SUBRECIPIENT will include authorized non-cancelable obligations and eligible costs incurred prior to receipt of the notice of termination. [FOLLOWING SENTENCE USED FOR CAPITAL PROJECTS] SUBRECIPIENT is still bound by the terms of the Vehicle Lease Agreement(s) as it pertains to the purchase and disposition of vehicles purchased under this AGREEMENT.

XXVII. PROJECT CLOSE OUT

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

XXVIII. RELATIONSHIP OF PARTIES

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

XXIX. INTEGRATION AND SEVERABILITY

This AGREEMENT represents the entire understanding of SANDAG and SUBRECIPIENT 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 SUBRECIPIENT. If any provision of the AGREEMENT is determined invalid, the remainder of the AGREEMENT shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. All Attachments to this AGREEMENT are hereby incorporated as though set forth in full herein.

XXX. PROHIBITED INTERESTS

As an FTA designated recipient, SANDAG is required to inform the SUBRECIPIENT of the following information:

No, member, officer, or employee of a local public body, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof. No member of...
or delegate to the Congress of the United States shall be admitted to a share or part of this AGREEMENT or to any benefit arising therefrom. [40 CFR, Section 1506.5(c)].

XXXI. FTA REQUIREMENTS

Various certification forms are required as a result of the FTA monies that will be used to fund this AGREEMENT. These forms are included as attachments to this AGREEMENT and must be executed prior to, or concurrently with, this AGREEMENT by SUBRECIPIENT.

The federal government shall not be subject to any obligations or liabilities to any third-party contractor or any other person not a party to the agreement between SANDAG and FTA. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including SUBRECIPIENT or any other third-party contractor.

SUBRECIPIENT recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. 31, apply to its actions pertaining to this AGREEMENT. Accordingly, by signing the AGREEMENT, SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the AGREEMENT. In addition to other penalties that may be applicable, SUBRECIPIENT also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on SUBRECIPIENT to the extent the federal government deems appropriate. SUBRECIPIENT also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with this AGREEMENT, the government reserves the right to impose on SUBRECIPIENT the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1), to the extent the federal government deems appropriate.

XXXII. ATTACHMENTS

The following attachments are incorporated into and are made part of this AGREEMENT by this reference and attachment. In the event of conflicting provisions, the following order of precedence will apply: (1) Standard Federal Provisions (FTA); (2) Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities (FTA); and (3) SANDAG Board Policy No. 35: Competitive Grant Program Procedures.

- Project Description (Scope of Work, Project Schedule, and Project Budget)
- SUBRECIPIENT Resolution
- SANDAG Board Policy No. 035: Competitive Grant Program Procedures
- Subaward Information
- Standard Federal Provisions (Federal Transit Administration)
- Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities

Agreement No. [INSERT AGMT NO.]    Page 19 of 20    [INSERT GRANTEE NAME]
• Certificate of Civil Rights Assurances
• Equal Employment Opportunity Certificate of Compliance
• Client Demographic Information Form
• Title VI Program Resolution
• Buy America Certificate (FTA)
• Vehicle Lease Agreement(s) [ATTACHMENT USED FOR CAPITAL PROJECTS]
• SANDAG Grant Monitoring Checklist

The persons below assert that they are authorized to execute this AGREEMENT and have executed it as of this _____ day of ________, 2018.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

INSERT SUBRECIPIENT NAME

____________________________
KIM KAWADA
Chief Deputy Executive Officer

INSERT SIGNATORY NAME
Insert Signatory Title

APPROVED AS TO FORM:

____________________________
Office of General Counsel
Appendix E
TransNet SENIOR TRANSPORTATION MINI-GRANT PROGRAM

FUND TRANSFER AGREEMENT NO. AGREEMENT NO.
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND SUBRECIPIENT NAME

THIS FUND TRANSFER AGREEMENT (AGREEMENT), dated this _____ day of Month Year, is between the San Diego Association of Governments, hereinafter referred to as SANDAG, and Subrecipient Name, hereinafter referred to as RECIPIENT. SANDAG and RECIPIENT are also hereinafter collectively referred to as “the parties.” The termination of this AGREEMENT is Termination Date.

RECITALS

The following recitals are a substantive part of this AGREEMENT:

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

B. The TransNet Extension Ordinance contains provisions for the creation of a Senior Mini-Grant (SMG) Program with a goal of funding innovative and cost-effective approaches to providing improved senior transportation. The TransNet Extension Ordinance was approved in 2004, and the first Senior Mini-Grant funds were awarded in 2007.

C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 - Competitive Grant Program Procedures (Board Policy No. 035), which is an attachment to this AGREEMENT. This grant award, AGREEMENT, and RECIPIENT’s performance thereunder are subject to Board Policy No. 035.

D. In 2016, SANDAG issued a request for proposals from entities wishing to apply for a portion of the SMG funds.

E. On March 24, 2017, the SANDAG Board of Directors approved a list of recommended SMG projects for the fifth competitive grant cycle, and one of those projects is the subject of this AGREEMENT.

F. The purpose of this AGREEMENT is to establish the terms and conditions for SANDAG to provide RECIPIENT with funding to implement the Name of Project (Project), as described in the Project Description, which is an attachment to this AGREEMENT.

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

H. RECIPIENT understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG funding commitment to SMG projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.
In consideration of the foregoing and the mutual promises of the parties hereto, RECIPIENT and SANDAG agree as follows:

I. GRANT AWARD

A. The total amount payable to RECIPIENT pursuant to this AGREEMENT by SANDAG shall not exceed Grant Amount.

B. It is agreed and understood that this AGREEMENT fund limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below that fund limitation established herein.

II. LOCAL MATCH FUNDS

RECIPIENT shall provide matching funds in an amount of Match Percentage percent of the actual cost of the project, estimated to be $Match Amount. If the actual cost of the project exceeds the project budget, RECIPIENT is responsible for 100 percent of the actual cost greater than the budgeted cost.

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

B. RECIPIENT agrees to contribute at least the required local contribution of matching funds (other than TransNet Ordinance Assistance or fare revenues), if any is specified within this AGREEMENT or any attachment hereto, toward the actual cost of the services described in the Project Description, whichever is greater. The local matching funds may be in the form of in-kind contributions if approved by SANDAG. RECIPIENT shall contribute no less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

III. PROJECT COMPLETION

RECIPIENT agrees to complete the Project as described in the Project Description, financed with TransNet funds allocated and encumbered by SANDAG and any matching funds committed to herein by RECIPIENT. 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 RECIPIENT to begin working on the Project, and RECIPIENT agrees to undertake Project work, promptly after receiving a written Notice to Proceed from SANDAG. RECIPIENT shall not proceed with the work, and shall not be eligible to receive payment for work performed, prior to SANDAG issuance of a written Notice to Proceed.

IV. NOTIFICATION OF PARTIES

RECIPIENT’s Project Manager is Recipient PM Name.

The SANDAG Project Manager is SANDAG PM Name.
All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

SANDAG: San Diego Association of Governments 
Attention: SANDAG PM Name
401 B Street, Suite 800
San Diego, CA 92101

RECIPIENT: Recipient Name
Attention: Recipient PM Name
Subrecipient Address

V. SCOPE OF PERFORMANCE

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

RECIPIENT shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, which is included in the Project Description. RECIPIENT further agrees to the requirements and timeframes set forth in SANDAG Board Policy No. 035 “Competitive Grant Program Procedures”, and any amendments thereto.

In the event RECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, RECIPIENT 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 RECIPIENT expects to complete performance. RECIPIENT’s notification shall be informational in character only and SANDAG 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.

VI. COMPLIANCE

RECIPIENT’s performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the SANDAG Grant Monitoring Checklist, in substantially the same form as attached, to document compliance using both cost and non-cost performance indicators.

A. Cost Performance Indicators

RECIPIENT’s performance will be measured by comparing the actual cost per unit of service to the RECIPIENT’s proposed cost per unit of service as reflected in the Scope of Work. If the RECIPIENT does not achieve within 130 percent of its proposed cost per unit of service delivered by the initial or mid-point benchmark as reflected in the Scope of Work, SANDAG will issue RECIPIENT a written Notice to Complete a Recovery Plan. RECIPIENT’s Recovery Plan shall include a detailed description
of how RECIPIENT intends to bring cost efficiency within 130 percent of the cost per unit of service as reflected in the Scope of Work. RECIPIENT’s Recovery Plan description must include an implementation schedule that reflects achievement of the 130 percent recovery within six months following the issue date of the SANDAG Notice to Complete a Recovery Plan. RECIPIENT must submit its Recovery Plan to the SANDAG Project Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If RECIPIENT’s performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this AGREEMENT.

B. Non-Cost Performance Indicators
SANDAG will utilize the SANDAG Grant Monitoring Checklist at regular site visits to verify compliance with provisions in this AGREEMENT and document compliance deficiencies. If RECIPIENT does not comply with provisions in this AGREEMENT, SANDAG will issue RECIPIENT a written Notice to Complete a Recovery Plan. RECIPIENT’s Recovery Plan shall include a detailed description of how RECIPIENT intends to come into compliance. RECIPIENT’s Recovery Plan description must include an implementation schedule that reflects compliance within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. RECIPIENT must submit its Recovery Plan to the SANDAG Project Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If RECIPIENT does not take corrective action or does not come into compliance with the provisions in this AGREEMENT, SANDAG in its sole discretion may terminate this AGREEMENT.

VII. FUNDING REQUIREMENTS
A. It is mutually understood between the parties that this AGREEMENT may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the AGREEMENT was executed only after ascertaining the availability and appropriation of funds.

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

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

D. SANDAG has the option to void this AGREEMENT under the 30-day termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, SANDAG may reimburse RECIPIENT in accordance with the provisions of Section VIII.

VIII. ALLOWABLE COSTS FOR NON-VEHICLE PURCHASES
A. The method of payment for this AGREEMENT will be based upon actual allowable costs. SANDAG will reimburse RECIPIENT for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, employee benefits, and travel (overhead is reimbursable only if RECIPIENT has a SANDAG-approved indirect cost allocation plan) and third-party contract costs incurred by RECIPIENT in performance of the Project work, not to exceed the grant award amount set forth in Section I. A., above. Actual costs shall not exceed the estimated wage rates, labor costs,
travel, and other estimated costs and fees set forth in the Project Description without prior written agreement between SANDAG and RECIPIENT.

B. Reimbursement of RECIPIENT expenditures will be authorized only for those allowable costs actually incurred by RECIPIENT in the performance of the Project work. RECIPIENT must have incurred the expenditures on or after receiving the SANDAG Notice to Proceed, and before the termination date of this AGREEMENT, and also must have paid for those costs to claim any reimbursement. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but shall not exceed the rates stipulated in the Caltrans Travel and Expense Guide for Non-Represented Employees at: www.dot.ca.gov/hq/asc/travel/ch12.htm.

C. SANDAG will reimburse RECIPIENT for vehicle expenses claimed using a mileage reimbursement rate up to the current maximum allowable by the Internal Revenue Service (IRS). SANDAG will advise the RECIPIENT of changes in the IRS rate. Subject to the conditions outlined in the next paragraph, the mileage reimbursement rate shall cover all vehicle expenses, with the exception of parking fees and roadway tolls. The vehicle expenses covered by the mileage reimbursement rate include, but are not limited to, items such as fuel, oil, repairs, wear items (e.g. tires, brakes, mufflers), preventative maintenance, parts, washing, license and registration fees, and insurance.

The mileage reimbursement will only be paid for mileage reflected in a RECIPIENT-maintained mileage log. The mileage log must include the vehicle identification number, date and time of trip, trip purpose, beginning odometer, ending odometer, and total trip mileage. Receipts are required for parking and tolls. SANDAG, may at its discretion, audit RECIPIENT’s mileage logs, and require RECIPIENT’s submission of its mileage logs with any RECIPIENT invoices seeking mileage reimbursement.

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

San Diego Association of Governments
Attention: SANDAG PM Name
401 B Street, Suite 800
San Diego, CA 92101

IX. COST PRINCIPLES

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

X. REPORTS

A. RECIPIENT shall submit written progress reports quarterly to allow SANDAG to determine if RECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special
problems encountered so that remedies can be developed. Grant Progress reports including Project data shall be provided no less frequently than quarterly. The standardized RECIPIENT invoice and reporting forms will be provided by the SANDAG Project Manager.

B. RECIPIENT shall promptly provide to SANDAG any requested data regarding trips and populations served.

C. No less than 90 calendar days prior to the end of this AGREEMENT’s term, RECIPIENT and SANDAG shall meet to discuss any outstanding Project close-out matters of concern to either party. Written minutes from this Project close-out meeting shall be jointly created by RECIPIENT and SANDAG and shall include any budget, schedule, and/or scope of work adjustments to be completed by RECIPIENT prior to the termination date of this AGREEMENT.

D. In order to track the types of persons served by grantees for Title VI, as well as provide information to RECIPIENT to help it better serve its clients, RECIPIENT will be required to provide client demographic information and other data to SANDAG annually, on a form to be provided by SANDAG.

XI. INDEMNIFICATION AND LIABILITY

A. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties to this AGREEMENT or effect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to operation, maintenance, or repair different from the standard of care imposed by law. In connection with the Project, RECIPIENT agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to this AGREEMENT. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the RECIPIENT, including any subgrantee, lessee, or third-party contractor at any tier.

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

XII. INSURANCE

RECIPIENT for itself and on behalf of its third-party contractor(s) shall procure and maintain during the period of performance of this AGREEMENT, and for 12 months following the termination date of this AGREEMENT, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

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

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.

RECIPIENT shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under insurance procured and maintained by RECIPIENT and/or its third-party contractor(s) required under this AGREEMENT. Each insurance policy shall contain a clause which provides that the policy may not be canceled without first giving 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.

RECIPIENT and its third-party contractor(s) shall maintain sufficient insurance or a self-insurance program approved by SANDAG to cover all casualty losses and ensure the repair or replacement of TransNet-funded Property. In the event a piece of Property is not replaced or repaired, RECIPIENT agrees to transfer any insurance proceeds received to SANDAG.

XIII. **DISABLED ACCESS REVIEW**

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

XIV. **NON-DISCRIMINATION**

A. During the performance of this AGREEMENT, RECIPIENT and all of its third-party contractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. RECIPIENT and its third-party contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. RECIPIENT and its third-party contractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by this reference and are made a part hereof as if set forth in full. RECIPIENT and its third-party contractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. RECIPIENT shall include the nondiscrimination and compliance provisions of this clause in all third-party contracts to perform work under this AGREEMENT.
C. RECIPIENT agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

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


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

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

2. Nondiscrimination—Title VI. RECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the Project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

   a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.

XV. COMPLAINT PROCEDURES

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

XVI. PURCHASES BY RECIPIENT

A. Prior authorization in writing by SANDAG shall be required before RECIPIENT enters into any non-budgeted third-party contracts exceeding $500 for supplies, equipment, or consultant services. RECIPIENT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For the purchase of any item, service, or consulting work not covered in the Project Description and exceeding $500, RECIPIENT must competitively bid the work, or the absence of bidding must be adequately justified, and prior authorization must be obtained from SANDAG. RECIPIENT shall maintain ownership of any real or personal property purchased using AGREEMENT funding.
(Property) and shall use such Property only for the purposes set forth in this AGREEMENT. The parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended.

C. For Property other than vehicles, the useful life of the Property will be specified in the Project Description based on the SANDAG determination of the useful life of such Property.

D. SANDAG and RECIPIENT agree that RECIPIENT shall maintain each piece of Property in good operating order consistent with the purposes for which they were intended. RECIPIENT agrees to make all maintenance records available to SANDAG and include as applicable in reports (See the Section titled “Reports”, above).

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

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

1. RECIPIENT shall maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under the terms of this AGREEMENT at least once every two years.
2. The inventory record of each piece of such Property shall include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder and/or any other information necessary to identify said Property (2 CFR 200).
3. Non-expendable Property so inventoried are those items of Property that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of Property costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request.

G. SANDAG and RECIPIENT agree that if a piece of Property is utilized for transportation services it shall be provided in a nondiscriminatory manner. SANDAG agrees to provide any necessary Title VI reporting to the federal government. RECIPIENT agrees to provide such technical assistance and information as necessary for the development of that Title VI report. (See also the Section titled “Non-Discrimination”, above).

XVII. THIRD-PARTY CONTRACTING

A. RECIPIENT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be completed by a third-party contractor without written authorization by SANDAG, unless expressly included (third-party contractor identified) in the Project Description. Any third-party contract entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this AGREEMENT to be applicable to RECIPIENT’s third-party contractor.

B. RECIPIENT shall not award contracts over $3,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of SANDAG. Contracts awarded by RECIPIENT, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
C. RECIPIENT shall execute and cause their third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. RECIPIENT shall provide signed debarment and suspension certificates to SANDAG in advance of utilizing any third-party contractor.

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

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

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

XVIII. ETHICS

RECIPIENT agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with funding provided under this AGREEMENT. SANDAG has established policies concerning potential conflicts of interest. These policies apply to RECIPIENT. For all awards by SANDAG or RECIPIENT, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and RECIPIENT staff are specifically prohibited from participating in the selection process for a procurement when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or RECIPIENT if one of their respective board members or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG or RECIPIENT. Neither SANDAG nor RECIPIENT’s officers, employees, agents, and board members shall solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. By signing this AGREEMENT, RECIPIENT affirms that it has no knowledge of an ethical violation by SANDAG or RECIPIENT staff. If RECIPIENT has any reason to believe a conflict of interest exists with regard to the AGREEMENT or the Project, it should notify the SANDAG Office of General Counsel immediately.

XIX. LABOR CODE COMPLIANCE

A. If this Project will result in the construction, alteration, modification, or maintenance of a “Public Work,” as that term is defined in the Labor Code, then RECIPIENT must conform to the provisions of the Labor Code applicable to Public Works as set forth in sections 1720 through 1815, all applicable regulations of the Department of Industrial Relations, and determinations of coverage as issued by the Director of Industrial Relations.
B. RECIPIENT shall include in all third-party contracts funded by this AGREEMENT which contemplate the actual construction of a public works project paid for by funds allocated under this AGREEMENT, a clause that requires each third-party contractor to comply with California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code Sections 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Director of the State Department of Industrial Relations.

XVIII. FIRE MARSHAL REVIEW

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

XIX. RECORDS RETENTION

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

B. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of RECIPIENT’s third-party contracts pursuant to Government Code section 8546.7, RECIPIENT, RECIPIENT’s third-party contractors at any tier, and SANDAG shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of the SANDAG final payment to RECIPIENT under this AGREEMENT. SANDAG or any duly authorized representative of SANDAG shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and RECIPIENT shall furnish copies thereof upon SANDAG request.

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

RECIPIENT agrees to keep SANDAG up to date on the Project and media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. RECIPIENT agrees to assist SANDAG with media or community events related to the grant-funded Project. Furthermore, as part of the reports submitted to SANDAG, RECIPIENT agrees to provide Project information to support media and communications efforts. This includes Project photos taken throughout the Project at program events or as part of project tasks. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with Project descriptions, dates, locations, and the names of those featured, if appropriate. SANDAG reserves the right to use the information provided by RECIPIENT for any combination of the following: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, RECIPIENT agrees to release the rights of the photos to SANDAG for its use. RECIPIENT agrees to include the SANDAG and TransNet logos on promotional materials for services funded by SMG. SANDAG will provide RECIPIENT with required logos upon request.

XXI. ENVIRONMENTAL CLEARANCE

If applicable to Project, environmental clearance of Project by RECIPIENT is required prior to requesting funds for right-of-way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act, in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

XXII. CHANGES IN TERMS OR CONDITIONS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the Parties. RECIPIENT agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect RECIPIENT’S ability to perform the Project in accordance with the terms of this AGREEMENT. RECIPIENT also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG 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, RECIPIENT agrees to send each notice to SANDAG required by this subsection to the SANDAG Office of General Counsel.

B. SANDAG is obligated to notify the federal government of any change in conditions, including changes in local law or litigation which would affect performance of the project. RECIPIENT agrees that, in the event such circumstances occur, it will notify SANDAG, in writing, within ten calendar days.

XXIII. DISPUTES

A. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be finally decided by the SANDAG Chief Deputy Executive Director, who may or may not consider any written or verbal evidence submitted by RECIPIENT, in the Chief Deputy's sole discretion.
B. Neither the pendency of a dispute nor its consideration by the SANDAG Chief Deputy Executive Director will excuse either party from full and timely performance in accordance with the terms of the AGREEMENT.

XXIV. EARLY TERMINATION OF THIS AGREEMENT

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

XXV. PROJECT CLOSE OUT

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

XXVI. RELATIONSHIP OF PARTIES

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

XXVII. INTEGRATION AND SEVERABILITY

This AGREEMENT represents the entire understanding of SANDAG and RECIPIENT as to those matters contained in it. No prior oral or written understanding 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 RECIPIENT. If any provision of the AGREEMENT is determined invalid, the remainder of the AGREEMENT shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. All Attachments to this AGREEMENT are hereby incorporated as though set forth in full herein.

XXVIII. ATTACHMENTS

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

- Project Description (Scope of Work, Project Schedule, and Project Budget)
- RECIPIENT Resolution
- SANDAG Board Policy No. 035 “Competitive Grant Program Procedures”
- Monitoring Checklist
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 hereto have executed this AGREEMENT on the day and year first herein above written:

<table>
<thead>
<tr>
<th>SAN DIEGO ASSOCIATION OF GOVERNMENTS</th>
<th>SUBRECIPIENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>KIM KAWADA</td>
<td>SUBRECIPIENT SIGNATORY</td>
</tr>
<tr>
<td>Chief Deputy Executive Officer</td>
<td>Subrecipient Signatory Title</td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM:


Office of General Counsel
Appendix F
Minimum Eligibility Criteria and Past Performance Adjustment

Prior to the evaluation committee meeting, SANDAG staff will determine project eligibility and perform a past performance evaluation for those organizations holding a specialized transportation grant in the past three years to determine if a positive, negative, or no adjustment will be applied to the scores of the evaluators.

Minimum Eligibility Criteria

The following criteria are used to determine eligibility for projects requesting funding through the specialized grant program.

Must answer Yes to each of the following five questions to be eligible.

1. Is the agency a local governmental agency, (private or public) operator of public transportation, nonprofit agency, or a tribal government?

2. In the applicant’s civil rights assurances, are adequate methods included for ensuring that the benefits of the project are distributed equitably amongst low-income and minority (LIM) and non-LIM population groups in its service area?

3. Will 80% of the riders be the target population?

4. Is the total grant request per project between $30,000 and $200,000 per year and is the total grant amount requested by the applying agency equal to or less than $500,000 per year?

5. Is the project derived from a Very High or High Priority strategy in the 2016 – 2020 Coordinated Plan?

: Very High

- Maintain existing effective and efficient transportation services
- Maintain assets in a state of good repair
- Evaluate effectiveness of existing services
- Develop or expand transit in areas with little or no other transportation options (or replace services that have been cut in those areas, such as transit or school bus transportation) based on identified gaps in transportation services included in the Coordinated Plan
- Develop or expand transportation solutions in areas with sufficient densities to support transit or coordinated services based on identified gaps in transportation services included in the Coordinated Plan

: High

- Continue providing existing door-to-door service (and door-through-door when necessary) for trips such as non-emergency medical transportation and grocery shopping in circumstances where paratransit is insufficient, inappropriate, or unavailable
- Increase inter-agency coordination efforts to maximize existing capacity and reduce program costs
→ Increase work-based transit service hours of operation to assist nontraditional work schedules
→ Improve accessibility to encourage more individuals to ride public transit
→ Provide new door-to-door service (and door-through-door when necessary) for trips such as non-emergency medical transportation and grocery shopping in circumstances where paratransit is insufficient, inappropriate, or unavailable;
→ Study the feasibility of nonemergency medical transportation using Medicaid/Medical funding; or
→ Improve first-mile, last-mile strategies to better connect to transit.

Past Performance (-10% to +2 % adjustment to total score)
If the applicant has held a JARC, New Freedom, Section 5310, or Senior Mini-Grant award from SANDAG in the past three years their performance in operating and managing the most recent 12-month period of those grants will be used to determine if an adjustment to the total score is appropriate. No adjustments will be made for applicants who have not had an active grant in the past three years.

The following four indicators will be used to determine the past performance adjustment. The data used for the first two indicators will be compared to the original proposals submitted, while the last two will be based on ongoing project evaluations and onsite assessment visits. Each category will receive a score ranging from -2.5% to + .5%. For those applicants with more than one existing grant, an average of the performance criteria scores will be used.

1. Cost per unit of service delivered (A unit can be one-way passenger trips, web hits, or referrals, etc)
   - 10 % or more under proposed cost per unit (+.5%)
   - +/- 10% of proposed cost per unit (0%)
   - 10 – 15 % or more over proposed cost per unit (-.5%)
   - 15 – 20% or more over proposed cost per unit (-1.0%)
   - 20 – 25% or more over proposed cost per unit (-1.5%)
   - 25 – 30% or more over proposed cost per unit (-2.0%)
   - 30% or more over proposed cost per unit (-2.5%)

2. Number of units of service delivered
   - 10 % or more over proposed number of units of service (+.5%)
   - Within 10% more or less of proposed number of units of service (0%)
   - 10 – 15 % or more under proposed number of units of service (-.5%)
   - 15 – 20% or more under proposed number of units of service (-1.0%)
   - 20 – 25% or more under proposed number of units of service (-1.5%)
   - 25 – 30% or more under proposed number of units of service (-2.0%)
   - 30% or more under proposed number of units of service (-2.5%)

3. Project Management – How well did the grantee manage their project? (-2.5% to +.5 %)
   Project Management will be evaluated based on SANDAG’s observations of the grantees operation and management including, but not limited to, the following:
   - Insurance
   - Financial management
   - Records
   - Coordination
4. Service Quality – Did the grantee provide a quality service? (-2.5% to +.5 %)

Service Quality will be based on written evaluations prepared by SANDAG during onsite visits to the grantee including, but not limited to, the following:

- Quality Control Measures
- Customer Satisfaction
- Safety
- Outreach
Organization Application
Evaluation and Scoring Criteria

The following scoring criteria are used to score and rate organization applications for funding through the specialized transportation grant programs.

A. Goals and Objectives (15 points)

→ Will the project serve the appropriate population? Does the proposal provide pertinent demographic data and maps? (5 points)

→ Will the proposed program increase or enhance the availability of transportation for seniors? (5 points)

→ Will the program serve a low income or minority area? Does the applicant describe how it will communicate with persons with Limited English Proficiency? Does the project include provisions that ensure the equitable distribution of services? (5 points)

B. Coordination and Program Outreach (15 points)

→ Does the proposal describe how key stakeholders will remain involved and informed throughout the process? Did the applicant attach one or more letters from other agencies describing how they will be coordinating with the applicant in the provision of transportation services? (The CTSA and public transit operators are exempt from submitting letters) (5 points)

→ How comprehensive are the applicant’s proposed strategies for marketing the project and promoting public awareness in both low income and minority areas as well as populations with limited English proficiency? (5 points)

→ To what extent does the project demonstrate coordination among various entities? (5 point maximum – 1 point per type of coordination)

   → Shared use of vehicles
   → Dispatching or scheduling
   → Maintenance
   → Back-up transportation
   → Staff training programs
   → Joint procurement of services and supplies
   → Active participation in local social service transportation planning process
   → Coordination of client trips with other transportation agencies
The following information and scoring criteria are used to score and rate project applications for operating funding.

**C. Operational/Implementation Plan (15 points)**

- How thorough is the implementation plan? Does the proposal include project tasks, timelines, benchmarks, key milestones, key personnel, deliverables, and routes and schedules as applicable? Does the implementation plan and timeline seem feasible? (5 points)
- Does this project relate to other services or facilities provided by the agency or firm? Does the operational plan correspond with the project goals/objectives? (5 points)
- Is the scope of work thorough? Does the scope of work include all commitments made in other section of the proposal? Is the scope of work within the capacity of the applicant to accomplish? (5 points)

**D. Program Effectiveness and Cost-Efficiency (10 points)**

- Does the applicant describe methodologies and procedures for ongoing monitoring and evaluation of the project or service, and steps to be taken if original goals are not achieved? (5 points)
- Is the proposed cost per trip reasonable given the service being provided? (5 points)

**E. Operational Sustainability (5 points)**

- Has the applicant thoroughly pursued other sources of funding for this project? Does the applicant demonstrate a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources? Is this applicant financially capable of sustaining operations after the initial grant funding is expended? (5 points)

**F. Innovation (10 points)**

- Is the proposed project an innovative solution to addressing the need, and could the innovations be applied to other services in the region? (5 points)
- Are there elements of the project that are environmentally sustainable (including grouping trips and the use of alternative fuels or clean air vehicles)? (5 points)

**G. Project Budget (15 points)**

- Was a clearly defined budget submitted for the proposed project? (5 points)
- Does the project appear to be feasible as described? (5 points)
- Is the source of local share stable? (5 points)
### H. Performance Indicators (5 points each; maximum 15 points)

- **Cost Efficiency Indicator – Operating Cost in Dollars per Vehicle Service Hour**

<table>
<thead>
<tr>
<th>Points</th>
<th>Proposed/1st year</th>
<th>2nd year</th>
<th>3rd year</th>
<th>4+ year</th>
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<tr>
<td>5</td>
<td>≤60</td>
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<td>≤50</td>
<td>≤45</td>
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- **Cost Effectiveness Indicator – Operating Cost in Dollars per One-Way Passenger Trip**

<table>
<thead>
<tr>
<th>Points</th>
<th>Proposed/1st year</th>
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<th>3rd year</th>
<th>4+ year</th>
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<td>&gt;23</td>
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<td>26&lt;x≤29</td>
<td>23&lt;x≤26</td>
<td>20&lt;x≤23</td>
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<tr>
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<tr>
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<td>≤26</td>
<td>≤23</td>
<td>≤20</td>
<td>≤17</td>
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- **Service Effectiveness Indicator – Passenger Utilization in Percentages**

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<thead>
<tr>
<th>Points</th>
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<th>2nd year</th>
<th>3rd year</th>
<th>4+ year</th>
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<tr>
<td>5</td>
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Capital Project
Evaluation and Scoring Criteria

The following information and scoring criteria are used to score and rate project applications for capital funding.

C. Operational/Implementation Plan (15 points)

→ How thorough is the applicant’s description of the project’s service parameters? (10 points maximum – 2 points per components addressed)

: Type of service provided (i.e. fixed route, demand response, etc.)

: Dispatching and scheduling procedures

: Preventative and routine maintenance

: Driver training

: How the implementation of this project corresponds with the program’s goals/objectives

→ Is the scope of work thorough? Does the scope of work include all commitments made in other section of the proposal? Is the scope of work within the capacity of the applicant to accomplish? (5 points)

D. Program Effectiveness and Cost-Efficiency (10 points)

→ Is the program’s cost per trip reasonable given the service being provided? (5 points)

→ Does the applicant describe methodologies and procedures for ongoing monitoring and evaluation of the project or service, and steps to be taken if original goals are not achieved? (5 points)

E. Operational Sustainability (5 points)

→ Has the applicant thoroughly pursued other sources of funding for this project? Does the applicant demonstrate a long-term commitment to the project? Is this applicant financially capable of sustaining operations for the vehicle(s) requested? (5 points)

F. Innovation (10 points)

→ Is the proposed project an innovative solution to addressing the need, and could the innovations be applied to other services in the region? (5 points)

→ Are there elements of the project that are environmental sustainable (including grouping trips and the use of alternative fuels or clean air vehicles)? (5 points)
G. Project Budget (15 points)

→ Was a clearly defined budget submitted for the proposed project? (5 points)

→ Does the project appear to be feasible as described? (5 points)

→ Is the source of local share stable? (5 points)

H. Performance Indicators (15 points)

→ What is the proposed service hours per week to be provided with the requested vehicle? (5 points)

<table>
<thead>
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<th>Hours per Week</th>
<th>Points</th>
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<td>0 to 19</td>
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</table>

→ What is the proposed seat utilization for the requested vehicle(s)? (5 points)

<table>
<thead>
<tr>
<th>Utilization</th>
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</tr>
<tr>
<td>20% ≤x&lt; 30%</td>
<td>1</td>
</tr>
<tr>
<td>Less than 20%</td>
<td>0</td>
</tr>
</tbody>
</table>

→ Does the applicant describe methodologies and procedures for ongoing monitoring and evaluation of the project or service and steps to be taken if original goals are not achieved? (5 points)
Mobility Management  
Project Evaluation and Scoring Criteria

The following information and scoring criteria are used to score and rate applications for funding to perform mobility management.

Project-Specific Application –Mobility Management Projects

C. Operational/Implementation Plan (15 points)

→ How thorough is the implementation plan? Does the proposal include project tasks, timelines, benchmarks, key milestones, key personnel, deliverables, and routes and schedules as applicable? Does the implementation plan and timeline seem feasible? (5 points)

→ Does this project relate to other services or facilities provided by the agency or firm? Does the operational plan correspond with the project goals/objectives? (5 points)

→ Is the scope of work thorough? Does the scope of work include all commitments made in other section of the proposal? Is the scope of work within the capacity of the applicant to accomplish? (5 points)

D. Program Effectiveness and Cost-Efficiency (10 points)

→ Is the proposed cost per unit reasonable given the service being provided? (5 points)

→ Does the proposal describe efforts to ensure the project’s cost-effectiveness (and other measurable units of service)? (5 points)

E. Operational Sustainability (5 points)

→ Has the applicant thoroughly pursued other sources of funding for this project? Does the applicant demonstrate a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources? Is this applicant financially capable of sustaining operations after the initial grant funding is expended? (5 points)

F. Innovation (10 points)

→ Is the proposed project an innovative solution to addressing the need, and could the innovations be applied to other services in the region? (5 points)

→ Are there elements of the project that are environmental sustainable (including grouping trips and the use of alternative fuels or clean air vehicles)? (5 points)

G. Project Budget (15 points)

→ Was a clearly defined budget submitted for the proposed project? (5 points)

→ Does the project appear to be feasible as described? (5 points)

→ Is the source of local share stable? (5 points)
H. Performance Indicators (15 points)

→ Does the proposal provide measurable performance indicators to measure and evaluate the effectiveness of the proposed project in meeting the identified goals? (5 points)

→ Does the applicant describe methodologies and procedures for ongoing monitoring and evaluation of the project or service? (5 points)

→ Does the applicant describe steps to be taken if original goals are not achieved? (5 points)
Appendix G
Bill To:  
San Diego Association of Governments  
Attn: Grants Administrator  
401 B Street, Suite 800  
San Diego, CA 92101  
grantreports@sandag.org

Remit To:  
Agency Name
Address Line 2  
Address Line 2

Contract No.:  
Contact Name:  
Contact Phone No.:  
Contact E-mail Address:

Select One:  Section 5310  Senior Mini-Grant

<table>
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TOTAL $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00

I certify that the above expenses were in accordance with the above mentioned contract and were allowable, necessary, and reasonable for the project.

______________________________
Signer's Name, Title

2018 Program Management Plan G-2
GRANT PROGRESS REPORT FORM

COMPLETED FORMS ARE DUE TO SANDAG WITH EACH INVOICE: mm/dd/yy - mm/dd/yy

PLEASE SUBMIT TO:
(Project Manager)  
SANDAG  
401 B Street, Suite 800  
San Diego, CA 92101-4231

Select One:  
- OPERATING  
- CAPITAL  
- MOBILITY MANAGEMENT

SECTION 1: GENERAL INFORMATION

| SUBMITTING AGENCY: | | |
| PHONE: | POINT OF CONTACT: | |
| SERVICE TYPE(S): | FUNDING SOURCE: | CYCLE: |

SECTION 2: PROJECT PROGRESS

A. LIST THE WORK TASKS COMPLETED DURING THIS PERIOD:

B. LIST THE WORK TASKS SCHEDULED TO BE COMPLETED NEXT PERIOD, INCLUDING MEDIA AND COMMUNITY OUTREACH EFFORTS:
C. EXPLAIN ANY PROBLEMS OR CHALLENGES ENCOUNTERED DURING THIS PERIOD, INCLUDING ANY COMPLIANCE DEFICIENCIES IDENTIFIED DURING SCHEDULED SITE VISITS

D. DESCRIBE THE RESOLUTIONS DETERMINED TO ADDRESS ANY PROBLEMS ENCOUNTERED DURING THIS PERIOD, INCLUDING CORRECTIVE ACTION PLANS TO ADDRESS IDENTIFIED COMPLIANCE DEFICIENCIES:

SECTION 3: DATA REPORTING

<table>
<thead>
<tr>
<th>GRANT REIMBURSEMENT AMOUNT:</th>
<th>PROJECT COSTS:</th>
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<tbody>
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<td>$ -</td>
</tr>
</tbody>
</table>

(Grant invoicing for this period) (Grant total + Required Match)

TOTAL PERCENTAGE OF FUNDING EXPENDED SO FAR:

#DIV/0!
## SECTION 4: SERVICE

A. DESCRIBE ANY CHANGE IN SERVICE (GEOGRAPHIC COVERAGE, SERVICE QUALITY, AND/OR SERVICE TIMES):

B. DESCRIBE ANY EFFORTS TO EXPAND YOUR CUSTOMER BASE/CONTACTS:

C. RECORD THE NUMBER OF COMPLAINTS RECEIVED IN THE REPORTING PERIOD FOR EACH CATEGORY

<table>
<thead>
<tr>
<th>Type of Complaint</th>
<th>Received this period</th>
<th>Of received, resolved</th>
<th>Outstanding (Unresolved)</th>
<th>Prior Unresolved</th>
<th>Total Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Americans with Disabilities Act</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Title VI / Non-discrimination</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Service Quality</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Totals                     |                      |                       |                          |                  |                  |

D. DESCRIBE UNRESOLVED COMPLAINTS AND EFFORTS BEING TAKEN TO RESOLVE THESE COMPLAINTS IN A TIMELY MANNER
### Operating Projects

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Vehicles</th>
<th>Total One Way Passenger Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OWPT - Service Type #1</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>OWPT - Service Type #2</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>OWPT - Service Type #3</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>OWPT - Service Type #4</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

*Period Operating Cost* = Total Reimbursable + Required Match

**OWPT = One-way passenger trips**

#### Proposal Cost / Passenger

- Period Operating Cost
- Total Cost / Passenger
- Operating Cost/Revenue Hours
- Passenger Seat Utilization

#### Help with Calculating available seats

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Vehicle Trips</th>
<th># of Seats in Vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#6</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#7</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#8</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#9</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>#10</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL**

- Vehicle Trips: 0
- Available Seats: 0
# GRANT PROGRESS REPORT FORM
## CAPITAL PROJECT

COMPLETED FORMS ARE DUE TO SANDAG QUARTERLY:

<table>
<thead>
<tr>
<th>FY</th>
<th>Quarter</th>
<th>mm/dd/yy - mm/dd/yy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**SECTION 1: GENERAL INFORMATION**

<table>
<thead>
<tr>
<th>SUBMITTING AGENCY:</th>
<th>POINT OF CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>PHYSICAL ADDRESS OF VEHICLE(S):</th>
<th>PHONE:</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>EMAIL:</th>
<th>CYCLE:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**SECTION 2: VEHICLE UTILIZATION**

NOTE: Columns F will auto populate when numbers are entered in Columns D and E

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Description (Year, Make, Model)</td>
<td>Vehicle Identification Number (VIN) Last 5 Digits</td>
<td>Weekly Average Service Hours</td>
<td>Odometer Reading at Beginning of Quarter</td>
<td>Odometer Reading at the End of Quarter</td>
<td>Total Miles Driven this Quarter</td>
<td>TOTAL One-Way Passenger Trips*</td>
</tr>
<tr>
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</tbody>
</table>

Total Miles:

0,0

0

* A one-way passenger trip is defined as each time a person steps on the vehicle.
**SECTION 3: PERFORMANCE MEASURES**

Please enter the number of one-way passenger trips, using grant-funded vehicles currently under contract, by the following categories below. An elderly individual with a disability should be counted ONLY ONCE and recorded in the category "Elderly Individuals with Disabilities."

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Actual total one-way passenger trips provided for <strong>individuals with disabilities</strong></td>
<td></td>
</tr>
<tr>
<td>2. Actual total one-way passenger trips provided for <strong>elderly individuals</strong></td>
<td></td>
</tr>
<tr>
<td>3. Actual total one-way passenger trips provided for <strong>elderly individuals with disabilities</strong></td>
<td></td>
</tr>
<tr>
<td>4. Actual total one-way passenger trips provided for <strong>incidental service users</strong> **</td>
<td></td>
</tr>
</tbody>
</table>

** TOTAL ONE-WAY PASSENGER TRIPS **

0

** ** Incidental service users are members of the general public that are not individuals with disabilities or elderly (65 years of age and over). For example, attendants who accompany disabled or elderly passengers are incidental service users. Rides provide to incidental service users must not exceed 20% of total one-way passenger trips.

**SECTION 4: OUT OF SERVICE**

NOTE: Contact SANDAG immediately if a vehicle is out of service for more than three working days due to loss, damage, or repairs.

Has your vehicle(s) been out of service or do you estimate that the vehicle(s) will be out of service for more than three working days?

If yes, please respond to the following:

1. How many working days was the vehicle(s) out of service? / estimated to be out of service? 
2. Has the vehicle(s) met the 20 service hours per week minimum for the quarter? yes no
3. Fill out the chart below. Only fill out Column D if applicable. Attach a copy of the repair cost estimate, and any related insurance information.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Vin (Last 5 digits)</td>
<td>Date taken out of Service</td>
<td>Estimate/Actual # of days out of service</td>
<td>Date back in service</td>
<td>Reason taken out of service</td>
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</tbody>
</table>
If applicable, please complete the table below. For Column D, if equipment is located on a vehicle, enter vehicle license number. If equipment is not located on a vehicle, enter the address where equipment is used.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Type</td>
<td>Description (Make, Model)</td>
<td>Serial Number</td>
<td>Location of Equipment</td>
</tr>
<tr>
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</table>
Appendix I
ELIGIBILITY CERTIFICATION FOR FEDERALLY FUNDED CONTRACTS

The award of the Agreement is subject to a financial assistance contract between the San Diego Association of Governments (SANDAG) and the U.S. Department of Transportation. Any name appearing on the Comptroller General's list of ineligible contractors for federally financed or assisted contracts is not eligible for this contract.

The applying organization (hereinafter referred to as Applicant) hereby certifies that neither the Applicant nor any of its officers or holders of a controlling interest are on the U.S. Comptroller General’s list of ineligible parties for federally funded and assisted contracts. In the event the Applicant or any of its subapplicants are included on such a list during the performance of this Project, Applicant shall promptly inform SANDAG of this fact.

Name of Applicant

Printed Name and Title of Signatory

Signature                                        Date
NONCOLLUSION AFFIDAVIT/DECLARATION

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the Applicant declares that the Application is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Application is genuine and not collusive or sham; that the Applicant has not, directly or indirectly, induced or solicited any other Applicant to put in a false or sham Application; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Applicant or anyone else to put in a sham Application, or that anyone shall refrain from applying; that the Applicant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Grant Amount Request of the Applicant or any other Applicant, or to fix any overhead, profit, or cost element of the Grant Amount Request, or of that of any other Applicant, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Application are true; and, further, that the Applicant has not, directly or indirectly, submitted his or her Grant Amount Request or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Application.

Any person executing this declaration on behalf of an Applicant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Applicant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________________ [date], at ________________ [City], ____ [State].

Applicants are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Applicant

Printed Name and Title of Signatory

Signature __________________________________________________________ Date ________________
Applicant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Applicant’s responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Name of Applicant

Printed Name and Title of Signatory

Signature  Date
CERTIFICATION OF RESTRICTIONS ON LOBBYING

A. Applicant certifies to the best of his or her knowledge and belief that:

1. No state, federal or SANDAG appropriated funds have been paid, or will be paid by or on behalf of Applicant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Applicant shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. Applicant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Applicant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Applicant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subrecipients, including procurement of materials and leases of equipment. The Applicant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Executed this ____ day of ____ 20__ .

Name of Applicant Organization: ______________________________

Name of Signatory ______________________________ Title: ______________________________

________________________________________
Signature
Disclosure of Lobbying Activities – *(Continued)*

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 USC 1352

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ A. Contract</td>
<td>□ A. Bid/Offer/ Application</td>
<td>□ A. Initial Filing</td>
</tr>
<tr>
<td>□ B. Grant</td>
<td>□ B. Initial Award</td>
<td>□ B. Material Change</td>
</tr>
<tr>
<td>□ C. Cooperative Agreement</td>
<td>□ C. Post-Award</td>
<td></td>
</tr>
<tr>
<td>□ D. Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ E. Loan Guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ F. Loan Insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Material Change Only:

Year: _____ Quarter: _____
Date of last report: / /

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
<td>□ Subawardee</td>
</tr>
<tr>
<td>Tier _____, if known: _____</td>
<td></td>
</tr>
<tr>
<td>Congressional District, <em>if known: _____</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency</th>
<th>7. Federal Program Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CFDA Number, <em>if applicable: _____</em></td>
</tr>
</tbody>
</table>

|-------------------------------------------|-------------------------------------|

| 10a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI)* | 10b. Individuals Performing Services *(including address if different from No. 10a)* |
Disclosure of Lobbying Activities – *(Continued)*

<table>
<thead>
<tr>
<th>11. Amount of Payment <em>(check all that apply):</em></th>
<th>12. Form of Payment <em>(check all that apply):</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________ □ actual □ planned</td>
<td>□ A. Cash</td>
</tr>
<tr>
<td></td>
<td>□ B. In-kind; specify nature: __________</td>
</tr>
<tr>
<td></td>
<td>Value: __________</td>
</tr>
<tr>
<td></td>
<td>□ C. Commission</td>
</tr>
<tr>
<td></td>
<td>□ D. Contingent fee</td>
</tr>
<tr>
<td></td>
<td>□ E. Deferred</td>
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<tr>
<td></td>
<td>□ F. Other; specify: _____</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment <em>(check all that apply):</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ A. Retainer</td>
</tr>
<tr>
<td>□ B. One-time fee</td>
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<tr>
<td>□ C. Commission</td>
</tr>
<tr>
<td>□ D. Contingent fee</td>
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<tr>
<td>□ E. Deferred</td>
</tr>
<tr>
<td>□ F. Other; specify: _____</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLL-A attached:</th>
<th>□ Yes □ No</th>
</tr>
</thead>
</table>

16. Information requested through this form is authorized by title 31 USC, Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Signature**
__________________________________________

**Print Name**
__________________________________________

**Title**
__________________________________________

**Phone No.** ( ) **Date** ______

Federal Use Only:  Authorized for Local Reproduction Standard Form - LLL
Disclosure of Lobbying Activities – (Continued)

**FEDERAL PROVISIONS FOR PROCUREMENTS >$100K**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 31 U.S.C. 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Subawardee, e.g., the first Subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal number, Invitation for Bid number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.

10. A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

   B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial.

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SUBAPPLICANT’S STATEMENT OF ELIGIBILITY

Instructions: Complete either Part A or Part B below, as applicable. Do not complete both.

PART A

(To be completed by each subapplicant)

___________________________________ (Name of Subapplicant) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency. Where the subapplicant is unable to certify any of the statements in the certification, such subapplicant shall attach an explanation with this form.

The subapplicant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. 3801, et seq., are applicable.

Name of Subapplicant Organization: ____________________________________________
Printed Name: ______________________________________________________________
Title: ________________________________________________________________________

_________________________ __________________________
Signature Date

PART B

(To be completed by the Applicant if no subapplicants are listed)

___________________________________ (Name of Applicant) certifies that it has no listed subapplicants in its Proposal.

Name of Applicant Organization: ____________________________________________
Printed Name: ______________________________________________________________
Title: ________________________________________________________________________

_________________________ __________________________
Signature Date
Appendix J
CERTIFICATE OF CIVIL RIGHTS ASSURANCES

SANDAG Section 5310 grant agreement with the SUBRECIPIENT includes as an attachment, and incorporates by reference, the “FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE PROGRAMS” (Civil Rights Assurances). The Assurances include, but are not limited to, Civil Rights assurances. Assurance No. 01, Paragraphs D and E, outline the FTA’s “Nondiscrimination Assurance” and the “Assurance of Nondiscrimination on the Basis of Disability.” Paragraph D and E require that the Recipient (SANDAG) and any subrecipients shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; 49 U.S.C. 5332 and U.S. DOT Regulations, ”Non-Discrimination in Federally-Assisted Programs of the U.S. DOT -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. 21. SUBRECIPIENT understands and agrees that it will be required to gather, maintain, and submit Title VI information to SANDAG as required by the FTA through the DOT Regulations, listed above, along with the U.S. DOT’s Order to Address Environmental Justice in Minority Populations (62 FR 18377, April 15, 1997) and U.S. DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient Persons (70 FR 74087, December 14, 2005). SUBRECIPIENT further understands and agrees that it must prepare and submit a list of any active Title VI investigations, lawsuits or complaints alleging the SUBRECIPIENT discriminated on the bases of race, color or national origin. This list shall include the date, summary of allegations, current status, and actions taken by the SUBRECIPIENT in response to the investigation, lawsuit, or complaint. SUBRECIPIENT may use this, and the following forms, for its Civil Rights Assurances: Equal Employment Opportunity Certificate of Compliance (1 page), Subrecipient Title VI Non-Discrimination Information (3 pages)

SUBMISSION OF SUBRECIPIENT’S CIVIL RIGHTS ASSURANCES

SUBRECIPIENT, for itself, its assignees, and successors in interest (hereinafter referred to as the “SUBRECIPIENT”), certifies that: SUBRECIPIENT signed, dated and submitted the Assurances before executing its Section 5310 grant agreement with SANDAG.

Name of SUBRECIPIENT: __________________________________________________________

Printed Name and Title of Signatory: __________________________________________

Signature: _______________________________ Date: ____________________________
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

The Equal Employment Opportunity (EEO) provisions of the Fund Transfer Agreement SANDAG awarded to SUBRECIPIENT requires all recipients of Federal Transit Administration (FTA) funds provide equal employment to all people, without regard to race, color, religion, sex, or national origin.

SUBRECIPIENT hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program (SANDAG Board Policy No. 007), and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

Furthermore, SUBRECIPIENT hereby certifies that it

☐ has ☐ has not

been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000[e] et seq.); the Equal Pay Act (29 U.S.C. 206[d]); Executive Order (EO) 10925 (Kennedy, 1961), EO 11114 (Kennedy, 1963), or EO 11246 (Johnson, 1965); or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Date: _______________________________ SUBRECIPIENT: _______________________________

By: _______________________________

Signature

Title: _______________________________
CLIENT DEMOGRAPHIC INFORMATION

Please provide demographic information on the clients served by your agency’s transportation program by completing the following form.

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Program Name:</td>
<td></td>
</tr>
</tbody>
</table>

A. **Senior, Disabled, and Wheelchair Users**

Provide the number of clients you serve that are senior, disabled, or a wheelchair user. If a client can be identified in more than one category, choose the one category that most closely describes the client. A client should only be counted once. For example, an elderly person who uses a wheelchair would be scored once – as a wheelchair user.

- **Senior** - The Federal Transit Administration (FTA) defines senior as an individual aged 65 or older
- **Disabled** - A person with a disability is someone, of any age, who is not able to use fully accessible public fixed-route services (whether temporarily or on a long-term basis), regardless of whether they need to use a wheelchair.

<table>
<thead>
<tr>
<th>Clients</th>
<th>Number of Clients</th>
<th>Percent of Total Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheelchair User (Non-ambulatory)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

B. **National Origin**

Provide a percent breakdown of your clients by national origin. As a subrecipient you are required to report on the breakdown of your client by national origin. You may request this information on an anonymous basis from your clients using surveys, however, it is voluntary for your clients to provide this information. Use the survey data you have to provide the percentage of clients for each national origin category.

<table>
<thead>
<tr>
<th>National Origin</th>
<th>Percent of Total Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian &amp; Alaska Native</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
</tr>
<tr>
<td>Black or African American</td>
<td></td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>White/Caucasian</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Declined to state</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>
C. **Limited-English Proficiency (LEP)**

An individual is considered to have LEP if they do not speak English as his/her primary language, or have a limited ability to read, speak, write, or understand English.

Indicate the top ten (as applicable) primary languages other than English that are spoken by your clients and provide an actual or estimated percentage for LEP persons per language.

<table>
<thead>
<tr>
<th>Primary Language (ranked by most number of LEP persons)</th>
<th>Number of speakers</th>
<th>Percent of Total Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td></td>
<td></td>
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<tr>
<td>7.</td>
<td></td>
<td></td>
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<tr>
<td>8.</td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

D. **Low Income**

Please provide the number of clients that are considered low income. The definition of low income is based on household size as follows:

<table>
<thead>
<tr>
<th>Size of Family Unit</th>
<th>Low Income Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 person (unrelated individual)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2 people</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>3 people</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>4 people</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>5 people</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>6 people</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>7 people</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>8 people</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>9 people or more</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clients</th>
<th>Number of Clients</th>
<th>Percent of Total Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Income</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BUY AMERICA CERTIFICATE (FTA)

CERTIFICATE OF COMPLIANCE WITH SECTION 165(A)

ALTERNATIVE A (FTA)

SUBRECIPIENT hereby certifies that it will comply with the requirements of: Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R. 661.

Name of SUBRECIPIENT:

Name of Signatory: ___________________________ Title: ___________________________

Date: ___________________________

Signature of SUBRECIPIENT

ALTERNATIVE B (FTA)

SUBRECIPIENT hereby certifies that it cannot comply with the requirements of: Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.

Name of SUBRECIPIENT:

Name of Signatory: ___________________________ Title: ___________________________

Date: ___________________________

Signature of SUBRECIPIENT

NOTE: COMPLETE EITHER ALTERNATIVE A OR B
DO NOT COMPLETE BOTH
SUBRECIPIENT hereby certifies that it cannot comply with the requirements of: **Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Type of Waiver Requested by No. (1)</th>
<th>Indicate Rolling Stock or Nonrolling Stock</th>
<th>Description of Foreign Components of Item</th>
<th>Unit Procurement Cost of Foreign Components</th>
</tr>
</thead>
</table>

**Notes**

1. For "Type of Waiver Requested," See Buy America, Section 7-5.8. List Type 1, 2, 3, or 4.

2. **SUBRECIPIENT must complete either** Alternative A or B Buy America Certificate.

Name of SUBRECIPIENT:

__________________________________________________________

Signature of SUBRECIPIENT

__________________________________________________________  ______________________

(Sign here)  (Date)
Appendix K
VEHICLE LEASE AGREEMENT
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS,
INSERT SUBRECIPIENT NAME, AND INSERT THIRD-PARTY CONTRACTOR NAME IF APPLICABLE

SANDAG CONTRACT NO. INSERT NUMBER

This Vehicle Lease Agreement (LEASE) is entered into effective as of this Insert Date day of Insert Month, Insert Year ("Effective Date"), by and between the SAN DIEGO ASSOCIATION OF GOVERNMENTS, hereinafter referred to as SANDAG, and Insert Subrecipient Name, hereinafter referred to as SUBRECIPIENT and Insert Third-Party Contractor Name If Applicable, hereinafter "third-party contractor" (collectively, the “parties”).

RECITALS

SANDAG is a designated recipient for Federal Transit Administration (FTA) public transportation projects in the San Diego region and has been given responsibility for allocating FTA Section 5310 funds under Moving Ahead for Progress in the 21st Century Act (MAP-21) and Fixing America's Surface Transportation Act (FAST); and

SUBRECIPIENT has been selected to receive Section 5310 funds under a concurrently executed Fund Transfer Agreement with SANDAG (SANDAG Contract No. Insert Number of Corresponding Fund Transfer Agreement). SUBRECIPIENT applied to use the funding provided under the Fund Transfer Agreement to acquire Insert Quantity Insert Vehicle Description ("Vehicle[s]”) for the purpose of transporting senior and/or disabled passengers; and

The Vehicle(s) are further described in the Vehicle Schedule(s) associated with the Fund Transfer Agreement described above, and such Schedule will be completed upon manufacture of the subject Vehicle(s); and

As the FTA designated recipient for the San Diego region, SANDAG will retain continuing control of Vehicle(s) purchased for use by SUBRECIPIENT if FTA grant funds are used to procure Vehicle(s); and

SUBRECIPIENT will either select a third-party contractor(s), or already has an agreement with its third-party contractor, to operate the Vehicle(s) described in the Vehicle Schedule(s) and in accordance with this lease arrangement; and

Any selection of a third-party contractor(s) during this term of this LEASE must be accomplished utilizing a competitive procurement method and must be consistent with FTA procurement requirements and the third-party contracting requirements specified in the Fund Transfer Agreements; and

SUBRECIPIENT and/or its third-party contractor(s) agrees to operate Vehicle(s) in accordance with this LEASE and accepts responsibilities associated with that operation via this lease arrangement; and

SUBRECIPIENT agrees that a default under this LEASE is a default under the Fund Transfer Agreement with SANDAG and vice versa.
In consideration of the above recitals and the obligations set forth herein, SANDAG, SUBRECIPIENT and third-party contractor agree as follows:

**I. ACQUISITION, TRANSFER, AND LEASE**

A. Whenever SUBRECIPIENT requires the purchase of Vehicle(s), SUBRECIPIENT shall notify SANDAG and SANDAG will proceed with the procurement as described in this Section titled Acquisition, Transfer, and Lease.

B. After receiving SUBRECIPIENT’s quote for Vehicle(s) as well as the non-refundable matching fund contribution for the cost of Vehicle(s), SANDAG shall procure Vehicle(s) in compliance with applicable federal, state, and local procurement requirements and enter into a contract or purchase order with the vehicle manufacturer for the purchase of Vehicle(s).

C. SUBRECIPIENT shall provide SANDAG with any SUBRECIPIENT information reasonably requested by SANDAG which is necessary to complete the vehicle procurement process.

D. For the purchase of revenue service rolling stock with FTA funds, SANDAG will ensure that a post-delivery audit is complete before the rolling stock is transferred to the SUBRECIPIENT (49 CFR 663.31), unless there is a current waiver of Buy America requirements by FTA.

1. **Post-Delivery Buy America Certification**

   SANDAG will keep a Buy America compliance certification on file for all revenue service rolling stock paid for with FTA funds. Assuming no applicable waiver under the Buy America requirements under sections 49 CFR 165 (b)(1), or (b)(4), SANDAG will certify that the rolling stock received meets Buy America requirements of 49 CFR 165 (a) or (b)(3). To meet the requirements of Section 165 (a) or (b)(3), an audit prepared by someone other than the manufacturer or its agent will include documentation provided by the manufacturer which lists:

   a. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and

   b. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

2. **Post-delivery Purchaser’s Requirements Certification**

   If more than ten vehicles are being procured, SANDAG will be responsible for ensuring the completion of the Purchaser’s Requirements Certification as required under 49 CFR 663.37(a).

   a. The resident inspector (other than an agent or employee of the manufacturer) will certify that they were present at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored. Upon completion of manufacture, the resident inspector will complete a report that includes, at a minimum, accurate records of all vehicle construction activities and address how the construction and operation of the vehicles fulfills the contract specifications.
b. Prior to delivery, the SUBRECIPIENT shall be responsible for the completion of a visual inspection and road test to ensure that the Vehicle(s) meet the specifications, match the contract or purchase order, and are road worthy. SUBRECIPIENT shall submit a Visual Inspection Sheet and documentation of the road test to SANDAG for the project files.

c. Upon receipt of the Visual Inspection Sheet that the vehicle(s) meet all specifications, SANDAG will act as approved signatory on the post-delivery Purchaser’s Requirements Certification.

3. Post-Delivery Federal Motor Vehicle Safety Standards Compliance Certification

SANDAG will complete and have on file the Federal Motor Vehicle Safety Standards Compliance Certification information as described in 49 CFR 663.41 and 663.43, unless the vehicle(s) is/are exempt from this requirement.

E. SUBRECIPIENT is responsible for picking up and/or receiving delivery of Vehicle(s). SUBRECIPIENT will notify SANDAG in writing when the Vehicle(s) is delivered to SUBRECIPIENT.

F. Effective upon the delivery of Vehicle(s), SANDAG shall:

1. Provide documentation of any and all warranties related thereto to SUBRECIPIENT;

2. Lease Vehicle(s) to SUBRECIPIENT on the terms set forth herein; and

3. Record a lien with the California Secretary of State (outlined in Division 9, Chapter 1 of the Uniform Commercial Code), holding a security interest in Vehicle(s) and retaining its continuing control of Vehicle(s). SANDAG will hold title to Vehicle(s), showing SUBRECIPIENT as the registered owner and SANDAG as the registered lien holder on the Vehicle(s) registration.

II. LEASE TERM

The lease term will be the period that such Vehicle(s) must be retained in service in accordance with useful-life standards as set forth in FTA Circular 5010.1E, as amended. The lease fee shall be one dollar per year, payable annually in arrears. Subject to the provisions of Section 3 hereof, SUBRECIPIENT shall be responsible at its sole cost for all normal maintenance and upkeep, insurance, taxes, and registration fees related to Vehicle(s) during the lease term. SUBRECIPIENT and its third-party contractor shall submit certificates of insurance coverage to SANDAG upon execution of the Fund Transfer Agreement and at SANDAG’s request during the lease term.

III. FEDERAL REQUIREMENTS

SUBRECIPIENT and SANDAG recognize that a variety of federal requirements apply to SANDAG in the use of federal funds to purchase Vehicle(s). Certain of those federal requirements will remain the responsibility of SANDAG throughout the life of the lease of Vehicle(s) to SUBRECIPIENT. Other requirements will flow through to SUBRECIPIENT. The following generally summarizes those requirements and the parties responsible for compliance with them.
A. **Continuing Control**

SANDAG shall at all times maintain control over real property, facilities, and equipment and ensure that they are used for the purpose it was acquired as long as needed, whether or not the program project continues to be supported by federal funds (FTA Circular 5010.1E). SANDAG exercises continuing control as laid out in the provisions of the Fund Transfer Agreement and this LEASE where SANDAG is involved in oversight of the SUBRECIPIENT and the use of the federally-funded property.

B. **Compliance with Competitive Procurement Requirements**

SANDAG shall procure Vehicle(s) in compliance with all federal requirements for competitive procurement. SUBRECIPIENT shall select Vehicle(s) from the list of vehicles available through the CalACT/MBTA Vehicle Purchasing Cooperative. SUBRECIPIENT shall develop appropriate plans and specifications for Vehicle(s) to meet SUBRECIPIENT’s needs and request a quote for Vehicle(s) from the vehicle manufacturers available through the CalACT/MBTA Vehicle Purchasing Cooperative. SANDAG shall not be responsible for errors in plans or specifications provided by SUBRECIPIENT.

C. **Notification of Changed Conditions**

SANDAG is obligated to notify the federal government of any change in conditions, including changes in local law or litigation which would affect use of Vehicle(s). SUBRECIPIENT agrees that, in the event such circumstances occur, it will notify SANDAG. The parties agree to meet and confer in good faith to ensure the continued use of Vehicle(s) for the purposes intended.

D. **Drug and Alcohol Testing**

SUBRECIPIENT and its third-party contractor agrees to provide drug and alcohol testing of all its drivers as required under Federal law. SUBRECIPIENTS receiving only Section 5310 program assistance are not subject to FTA’s drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver’s licenses (49 CFR 382).

E. **Equipment Management and Maintenance**

SANDAG and SUBRECIPIENT agree that SUBRECIPIENT shall maintain Vehicle(s) in good operating order. SUBRECIPIENT agrees to submit to SANDAG all maintenance records with quarterly reports.

F. **Maintenance Inspections**

SUBRECIPIENT shall maintain, or cause to be maintained, the Vehicle(s) at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures currently in effect for any SUBRECIPIENT-owned Vehicle(s). SANDAG and the FTA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of Vehicle(s).
G. Insurance

SUBRECIPIENT and third-party contractor shall maintain sufficient insurance as required under the Fund Transfer Agreement to cover all casualty losses and ensure the repair or replacement of federally-funded property, including Vehicle(s). In the event Vehicle(s) is/are not replaced or repaired, SUBRECIPIENT agrees to transfer any insurance proceeds received to SANDAG for remitting the federal share to the FTA.

H. Records

SUBRECIPIENT shall maintain full and accurate copies of records of costs expended with regard to all matters covered by this LEASE. All such material and data shall be kept available at SUBRECIPIENTs office for five years from the termination date of the Fund Transfer Agreement.

SUBRECIPIENT shall provide Vehicle records to SANDAG for the project files as soon as available. Records shall include but not be limited to the following information: description of Vehicle, identification number, date of acquisition, cost, federal percentage of cost, grant number, location, use and condition, useful-life, the registered owner’s (SUBRECIPIENT) and lienholder’s (SANDAG) names. Disposition data also shall be provided for inclusion in project files. Disposition data shall include but not be limited to information on method used to determine fair market value of Vehicle(s), date of disposal, and sale price of Vehicle(s) as applicable at the end of the useful life.

I. Useful Life

SANDAG and SUBRECIPIENT agree to comply with the FTA’s requirements for buses and certain other vehicles’ useful life requirements as described in FTA Circular 5010.1E, Section IV, as amended. Useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from service. Minimum useful life for buses and light-duty vehicles is determined by years in service or accumulation of miles, whichever comes first. FTA defines the minimum useful life as follows:

<table>
<thead>
<tr>
<th>Light Duty Vehicle (Minivan)</th>
<th>At least 4 years or 100,000 miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium-size, light-duty transit bus (approx. 25’-35’)</td>
<td>At least 5 years or 150,000 miles</td>
</tr>
<tr>
<td>Medium-size, medium-duty transit bus (approx. 25’-35’)</td>
<td>At least 7 years or 200,000 miles</td>
</tr>
</tbody>
</table>

IV. VEHICLE DISPOSITION

A. SUBRECIPIENT will notify SANDAG in writing when the Vehicle(s) is removed from service and will not dispose of, transfer, sell, exchange and/or sublease Vehicle(s) provided under this LEASE without the prior written approval of SANDAG.

B. The FTA requires that the fair market value of equipment be determined at the end of its useful life (as described above). This shall be done by SUBRECIPIENT, at the expense of the SUBRECIPIENT, by either obtaining an appraisal or by soliciting bids. SUBRECIPIENT must
work directly with SANDAG on determining fair market value to ensure all FTA requirements are met.

C. At the end of the useful life of the equipment SUBRECIPIENT and SANDAG shall discuss the options to either (1) extend the lease on the same terms and conditions set forth above for a time period to be determined based upon the condition of the vehicle and/or years of service; (2) purchase Vehicle(s) from SANDAG for the fair market value of Vehicle(s); or (3) return the Vehicle(s) to SANDAG.

D. If the fair market value of the Vehicle(s) is over $5,000, reimbursement must be provided to FTA. SANDAG will calculate and provide to FTA as required. If the fair market value is under $5,000, SANDAG will retain the proceeds of the sale.

E. If the Vehicle(s) is returned to SANDAG, SUBRECIPIENT is responsible for returning them in good working order with valid registrations and all parts and accessories as originally received by SUBRECIPIENT at the beginning of the term of this LEASE.

F. Upon disposition of the vehicle, SUBRECIPIENT has no financial interest in the vehicle including any match amount previously provided.

V. INDEMNIFICATION

SUBRECIPIENT and its third-party contractor(s) agree to indemnify, protect, defend, and hold harmless SANDAG, its Board members, officers, employees, and agents from and against any and all damages, liabilities, losses, payments, costs, expenses, or expenditures, including, without limitation, attorney’s fees and court costs (collectively “Losses”) incurred thereby resulting, directly or indirectly, from the performance by SUBRECIPIENT or its third-party contractor(s) of their obligations under this LEASE, including, but not limited to any and all tort claims arising from use of Vehicle(s), provided, however, that any losses caused by the active negligence or willful misconduct of SANDAG shall be excluded from this indemnity obligation.

VI. TERM AND TERMINATION

The term of this LEASE will be consistent with the term of the Fund Transfer Agreement. SANDAG reserves the right to terminate this LEASE immediately in the event of breach or failure of performance by SUBRECIPIENT.

VII. FURTHER ASSURANCES

SANDAG and SUBRECIPIENT agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this LEASE and the intentions of the parties.

IN WITNESS THEREOF, the authorized representatives of both parties have executed this LEASE effective on the date specified above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

______________________________       ______________________________
KIM KAWADA                         INSERT SIGNATORY NAME
Chief Deputy Executive Director    Insert Signatory Title

Agreement No. [INSERT AGMT NO.]       Page 6 of 7       [INSERT GRANTEE NAME]
Appendix L
LEASE AGREEMENT
VEHICLE SCHEDULE

RECIPIENT shall provide SANDAG with any subrecipient information reasonably requested by SANDAG which is necessary to complete the Vehicle Procurement process. The Vehicle Schedule will be attached to the Grant Agreement following purchase of the Vehicle. The Vehicle Schedule will contain the following information:

1. Vehicle Description
2. VIN
3. Date of Acquisition
4. Total Cost of Vehicle
5. Federal Percentage
6. Grant Number
7. Location
8. Use
9. Condition
10. Useful Life
11. Any disposition action
12. Registered Owner's Name
13. Lienholder's Name

RECIPIENT will notify SANDAG when any Vehicle is delivered to RECIPIENT or removed from service and will not dispose of any Vehicle provided under this Agreement without SANDAG’s written approval.
Appendix M
VEHICLE CERTIFICATIONS

Post-Delivery Buy America Compliance Certifications

Complete one of the following certifications:

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by 49 CFR, Part 633 – Subpart C, the San Diego Association of Governments (SANDAG) is satisfied that the vehicles to be purchased, (number and description of vehicles) from (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. SANDAG has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Print Name: _______________________________ Title: _______________________________
Signature: _______________________________ Date: _______________________________

POST-DELIVERY BUY AMERICA EXEMPTION CERTIFICATION

As required by 49 CFR, Part 633 – Subpart C, the San Diego Association of Governments (SANDAG) certifies that there is a letter from FTA that grants a waiver to the vehicles received, (manufacturer, number, and description of vehicles) from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Print Name: _______________________________ Title: _______________________________
Signature: _______________________________ Date: _______________________________
Post-Delivery Purchaser’s Requirements Certifications

Complete one of the following certifications:

POST-DELIVERY PURCHASER’S REQUIREMENTS CERTIFICATION (MORE THAN TEN VEHICLES)

As required by 49 CFR, Part 633 – Subpart C, the San Diego Association of Governments (SANDAG) certifies that a resident inspector, (the resident inspector - not an agent or employee of the manufacturer) was at (the manufacturer)’s manufacturing site during the period of manufacture of the vehicles, (number and description of vehicles). The inspector monitored manufacturing and completed a report on the manufacture of the vehicles providing accurate records of all vehicle construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the vehicles, and road testing the vehicles, the recipient certifies that the vehicles meet the contract specifications.

Print Name: ____________________________ Title: ____________________________
Signature: ____________________________ Date: ____________________________

POST-DELIVERY PURCHASER’S REQUIREMENTS CERTIFICATION (TEN OR FEWER VEHICLES)

As required by 49 CFR, Part 633 – Subpart C, after visually inspecting and road testing the contract vehicles, the San Diego Association of Governments (SANDAG) certifies that the vehicles, (number and description of vehicles) from (the manufacturer), meet the contract specifications.

Print Name: ____________________________ Title: ____________________________
Signature: ____________________________ Date: ____________________________
Post-Delivery Federal Motor Vehicle Safety Standards (FMVSS) Compliance Certifications

Complete one of the following certifications.

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR, Part 633 – Subpart D, the San Diego Association of Governments (SANDAG) certifies that it received, at the post-delivery stage, a copy of (the manufacturer)'s self-certification information that the vehicles (number and description of vehicles) comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR, Part 571.

Print Name: ___________________________  Title: ___________________________
Signature: ___________________________  Date: ___________________________

POST-DELIVERY FMVSS EXEMPTION CERTIFICATION

As required by 49 CFR, Part 633 – Subpart D, the San Diego Association of Governments (SANDAG) certifies that it received, at the post-delivery stage, a statement from (the manufacturer) indicating that the vehicles (number and description of vehicles) are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR, Part 571.

Print Name: ___________________________  Title: ___________________________
Signature: ___________________________  Date: ___________________________
Appendix N
VEHICLE AUDIT FORM

DATE OF AUDIT: ______________
DATE OF LAST AUDIT: ______________
AUDIT BY: ______________

<table>
<thead>
<tr>
<th>SECTION 1: AGENCY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY NAME &amp; ADDRESS:</td>
</tr>
<tr>
<td>PHONE:</td>
</tr>
<tr>
<td>POINT OF CONTACT:</td>
</tr>
<tr>
<td>SERVICE TYPE(S):</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
</tr>
<tr>
<td>New Freedom □ JARC □ Senior Mini-Grant □</td>
</tr>
<tr>
<td>CYCLE: 2 □ 3 □ 4 □ 5 □ 6 □ 1 □ 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 1: VEHICLE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF LAST CHP INSPECTION:</td>
</tr>
<tr>
<td>REVIEWED CHP REPORT: □</td>
</tr>
<tr>
<td>WHERE ARE THE VEHICLES STORED:</td>
</tr>
<tr>
<td>LICENSE NO.</td>
</tr>
<tr>
<td>ODOMETER READING:</td>
</tr>
<tr>
<td>VIN No.</td>
</tr>
<tr>
<td>STANDARD AGREEMENT No.</td>
</tr>
<tr>
<td>YEAR/MAKE/MODEL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 3: AUDIT NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIST ANY GENERAL COMMENTS FROM AUDIT:</td>
</tr>
<tr>
<td>Vehicle</td>
</tr>
<tr>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>1   Turn Signals / Hazard</td>
</tr>
<tr>
<td>2   Windshield Wipers</td>
</tr>
<tr>
<td>3   Brake Lights &amp; Headlights</td>
</tr>
<tr>
<td>4   Air Conditioner / Heater</td>
</tr>
<tr>
<td>5   Stepwell Light Floor</td>
</tr>
<tr>
<td>6   First Aid Kit</td>
</tr>
<tr>
<td>7   Backup Lights / Backup Sound</td>
</tr>
<tr>
<td>8   Fire Extinguisher</td>
</tr>
<tr>
<td>8a.  <em>(Date Current)</em></td>
</tr>
<tr>
<td>9   Emergency Triangles</td>
</tr>
<tr>
<td>10  Radio Equipped</td>
</tr>
<tr>
<td>11  Body Damage</td>
</tr>
<tr>
<td>11a. <em>If Yes, Describe:</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accessibility Equipment</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Wheelchair</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lift</strong> or <strong>Ramp</strong> (circle one)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. <strong>Indicate the make of lift or ramp</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14a. Lift appears to be operational</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14b. <em>If NO, please describe:</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Interlock System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Tie Downs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. <strong>Checked Preventative Maintenance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Records?</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>If Yes, How many?</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Number of Seats</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Seatbelts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Have modifications been made to the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vehicle?</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>If Yes, please describe:</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20a. Were they on time?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Agency Name:**

**Project Name:**

**Service Type:**

---

2018 Program Management Plan

---

N-2
# OTHER EQUIPMENT AUDIT

## SECTION 1: AGENCY INFORMATION

| AGENCY NAME: |  |
| PHONE: | POINT OF CONTACT: |
| ADDRESS: |  |
| FUNDING SOURCE: New Freedom | JARC | Senior Mini-Grant |
| CYCLE: | 2 | 3 | 4 | 5 | 6 | 1 | 2 |

## SECTION 1: BASE STATION

| BASE STATION (Yes / No) | SERIAL NO. |
| COMPUTER (Yes / No) | SERIAL NO. |
| HOW IS THE COMPUTER UTILIZED? |  |

## SECTION 3: OTHER EQUIPMENT?

| YES | No | SERIAL NO. |
| --- | --- |  |

If Yes, list equipment:

## SECTION 3: GENERAL COMMENTS

LIST ANY GENERAL COMMENTS:

---

2018 Program Management Plan

N-3
Grantee Monthly/Quarterly Invoice Checklist

Grant Agreement #: 
Project Name: 
Grantee Name: 
Grant Program (Circle One): Section 5310 / Senior Mini-Grant 
Date Received: 
Monthly / Quarterly Report (Circle One): _____________________________ Cycle: 
Mm/dd/yy – mm/dd/yy

<table>
<thead>
<tr>
<th>Cost per Trip</th>
<th>Match Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal</td>
<td></td>
</tr>
<tr>
<td>Actual</td>
<td></td>
</tr>
<tr>
<td>Cumulative</td>
<td></td>
</tr>
</tbody>
</table>

Proposal $  
Actual $  
Cumulative $  

Report Generated by:

☐ Invoice packet submitted on time
☐ Progress Report complete including all performance data
☐ Provided key deliverables and project/ task updates
☐ One Way Passenger Trips are within 130% of target
☐ Calculations, dates and formatting are correct
☐ Met minimum match percentage requirements

☐ Match source is an eligible source
☐ In-kind and/or volunteer service hour rates are documented (if applicable)
☐ All expenses are eligible
☐ No excluded costs invoiced
☐ Included all supporting documentation (receipts, timesheets, etc.)
☐ Reimbursable
☐ Matching funds (including in-kind)
☐ Includes mileage log (if applicable)

Match Source: 
Backup Documentation:

Notes:
Appendix P
Section 5310 Subrecipient Oversight: Vehicle Maintenance Policy & Procedures

Policy

As a designated recipient of Federal Transit Administration (FTA) Section 5310 funding, the San Diego Association of Governments (SANDAG) must provide subrecipient oversight to ensure all FTA-funded vehicles are maintained in good operating order pursuant to federal requirements. These policies and procedures will be reviewed annually by the SANDAG to ensure that maintenance of FTA-funded vehicles conforms to the most current FTA requirements.

Responsibilities

The table below outlines the responsibilities of SANDAG and its subrecipients as related to the maintenance of FTA-funded vehicles.

<table>
<thead>
<tr>
<th>SUBRECIPIENT</th>
<th>SANDAG</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Develop and submit to SANDAG a maintenance plan</td>
<td>• Review subrecipient maintenance plans to ensure they meet FTA</td>
</tr>
<tr>
<td>• Maintain the vehicle(s) at a high level of cleanliness, safety, and mechanical soundness</td>
<td>requirements and follow acceptable maintenance standards</td>
</tr>
<tr>
<td>• Perform preventative and routine maintenance, consistent with the maintenance standards and timelines within the subrecipient’s maintenance plan</td>
<td>• Conduct a vehicle audit for each FTA-funded vehicle on an annual</td>
</tr>
<tr>
<td>• Maintain maintenance records and make these available to SANDAG and FTA upon request</td>
<td>basis</td>
</tr>
<tr>
<td>• Track mileage and one-way passenger trips</td>
<td>• Ensure vehicles meet requirements under the Americans with Disabilities Act of 1960</td>
</tr>
<tr>
<td>• Submit quarterly progress reports</td>
<td>• Ensure actual maintenance practices are consistent with subrecipients’ maintenance plans, such as timely performance of preventative and routine maintenance</td>
</tr>
<tr>
<td>• Notify SANDAG immediately if a vehicle is taken out of service for more than three business days</td>
<td>• Ensure vehicles are maintained in good operating order pursuant to applicable federal requirements</td>
</tr>
<tr>
<td>• Operate vehicles in accordance with useful life standards as set forth in FTA C 5010.1E</td>
<td></td>
</tr>
</tbody>
</table>
Procedures

1. **Subrecipient Maintenance Plans.** Subrecipients must submit a vehicle maintenance plan to SANDAG and notify SANDAG when planned modifications to the maintenance plan affect FTA-funded vehicles. Maintenance plans shall outline both preventative and routine maintenance and include intervals (miles, days, or operated hours) at which maintenance will be performed. Subrecipients have discretion to determine appropriate maintenance intervals to accommodate such things as specific manufacturer recommendations, vehicle/vessel age, unique site and operating conditions, etc. SANDAG shall review maintenance plans to ensure they meet FTA requirements and follow acceptable maintenance standards.

2. **Progress Reports.** Subrecipients must submit to SANDAG quarterly progress reports describing the status of the vehicle(s). Progress reports shall include the following information: vehicle identification (description and VIN), weekly average service hours, beginning and ending odometer readings, mileage, one-way passenger trips, planned date(s) of preventative maintenance inspections (PMI) (per subrecipient maintenance plan), date PMI completed, incidental users, any damages and repairs to vehicles.

   SANDAG reviews quarterly progress reports to ensure the following:
   a. Vehicle(s) are in service at least 20 hours per week, averaged over the reporting period
   b. Planned PMI intervals are consistent with the subrecipient maintenance plan
   c. PMIs are completed on or near the planned PMI date, allowing for a 10 percent deviation
   d. At least 80 percent of trips were provided to seniors and individuals with disabilities consistent with the SANDAG Needs Accommodation Policy
   e. Incidental uses, such as meal delivery, do not interfere with the provision of transportation to seniors and individuals with disabilities

   Based on review of progress reports, SANDAG may request that the subrecipient provide additional documentation, including but not limited to maintenance records, accident reports, or insurance claim records. SANDAG shall monitor the progress of subrecipients who have reported vehicle damage or vehicles that have been taken out of service for more than three days to ensure that repairs are completed in a timely manner and the vehicle returned to service.

3. **Records.** Subrecipients must maintain adequate records of vehicle usage including, but not limited to, preventative and routine maintenance, mileage logs, one-way-passenger trips, damage reports, and insurance certificates. Additionally, subrecipients must maintain an inventory of FTA-funded vehicles and other equipment. Subrecipients must make these records available to SANDAG and FTA for inspection upon request.

4. **Annual Vehicle Audit / Maintenance Inspections.** SANDAG and FTA have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the vehicle(s). SANDAG shall perform an on-site vehicle audit on an annual basis. While on-site, SANDAG staff shall:
   a. Verify and record the location where the vehicle(s) is/are stored
   b. Photograph the vehicle(s)
   c. Visually inspect the vehicle(s) for damage and record damage, if any
d. Record odometer reading

e. Perform a function test of the following: turn signals, hazards, windshield wipers, brake lights and headlights, stepwell floor light, air conditioner and heater, back up lights and sound, and interlock system

f. Verify the presence of a fire extinguisher, emergency triangles, and seatbelts aboard the vehicle(s)

g. Verify configuration of the vehicle(s) (e.g. number of seats) to confirm that no changes have been made to the vehicle(s) without prior authorization

h. Verify compliance with Americans with Disabilities Act (ADA) requirements. Check that accessibility features are in good operating order by performing the following tests:
   - Deploying lift or ramp
   - Securing tie-downs

i. Visually inspect maintenance records for the past 12 months and record dates of completed PMIs to confirm that completed PMIs occurred as reported by subrecipient in quarterly progress reports and planned/completed PMI intervals are consistent with subrecipient maintenance plan.

Staff will use the Vehicle Audit Form to document the results of the above inspections and summarize any findings

5. Monitoring. SANDAG allows a ten percent deviation from the planned interval for preventative maintenance included in subrecipients' maintenance plans. The allowable ten percent deviation applies to both day or hour-based intervals and mileage-based intervals. SANDAG will determine whether subrecipients have performed maintenance on time by reviewing subrecipients' maintenance plans and inspecting maintenance records at on-site vehicle audits. Should SANDAG determine the subrecipient to be noncompliant, subrecipient must take appropriate corrective action consistent with subrecipient grant agreement requirements. Corrective action may include, but is not limited to, providing a written plan documenting how the noncompliance occurred, steps taken to correct noncompliance, and measures to avoid noncompliance in the future.

6. SANDAG Vehicle Inventory. SANDAG shall maintain a vehicle inventory of all FTA-funded vehicles under the Section 5310 program. The inventory shall include: vehicle identification (description, VIN, license plate), vehicle location, date put in service, useful life, mileage at last on-site vehicle audit, dates of completed vehicle audits, determination of timely performance of maintenance, relevant notes (such as accidents or damages), and links to photos of the vehicles.