

Request for Applications for Shared Streets 2.0 Pilot Program

Application Deadline: March 5, 2021, at 5 p.m. Pacific Standard Time (PST)

The Shared Streets 2.0 Pilot Program will accept one application per jurisdiction starting on December 4, 2020 to be processed and approved on a first-come, first-served basis, and no later than March 5, 2021.

One application per jurisdiction must be submitted electronically to sharedstreets@sandag.org.

SANDAG



**REQUEST FOR APPLICATIONS FOR
SHARED STREETS 2.0 PILOT PROGRAM
SANDAG SOLICITATION NO.684215**

I. INTRODUCTION

The San Diego Association of Governments (SANDAG) is soliciting applications for the Shared Streets 2.0 Pilot Program. This Request for Applications (RFA) describes the eligibility requirements for the funding, the project schedule, the minimum information that must be included in both the application and pilot report, and a sample contractual agreement.

II. PROGRAM OVERVIEW

In support of National Bike Month in May, SANDAG will award up to \$60,000 in available funding to eligible jurisdictions to implement shared streets pilots that create safe and healthy spaces for biking and riding other micromobility options (e.g., scooters, skateboards) while reducing vehicle miles traveled. Each jurisdiction in the San Diego region is eligible to submit one application for up to \$5,000 in funding. All applications received from jurisdictions will be processed and approved on a first-come, first served basis until all available funding is exhausted. For every pilot awarded funding, an additional \$1,000 will be allocated for a pilot impact assessment to be carried out by SANDAG in partnership with UC San Diego. Up to ten eligible applications may be funded to accommodate a minimum award of \$5,000 for each eligible jurisdiction. However, applicants are encouraged to submit a supplemental project description and project budget to be considered should any funding remain after the initial solicitation.

III. ELIGIBLE APPLICANTS AND PILOTS

Any of the 18 incorporated cities or the County of San Diego are eligible to submit one application for Shared Streets 2.0 Pilot Program funding. While only local jurisdictions are eligible to apply, agencies may partner with other groups (e.g., non-profit, advocacy, community-based organizations) to implement the pilot. Shared Streets 2.0 Pilot Program funding is intended for projects that promote Bike Month 2021 objectives, by creating streets where users of all ages and abilities feel safe and comfortable riding bikes and other micromobility options. Eligible projects must be open to the public for a minimum of four weeks between May 1, 2021, and June 27, 2021. The Shared Streets Pilot Program was initially launched in 2020 in response to the COVID-19 pandemic, supporting physical activity by creating safe spaces for social distancing while biking, walking, running, and scooting; this is an extension of this program. Funding may be used to either extend the life of an existing Shared Streets pilot if it meets this year's program eligibility requirements or create a new shared streets segment.

Examples of eligible pilot projects include, but are not limited to:

- Closing or limiting through-traffic on residential streets that connect to areas with non-residential land uses (e.g., streets connecting to/within parks, streets connecting to commercial corridors, streets connecting to existing bikeways)
- Creating temporary bikeways in commercial corridors or other typically congested areas through the conversion of a general-purpose travel lane or on-street parking lane to provide more space for safer micromobility use. These projects may also integrate wider pedestrian paths alongside the temporary bikeway; walking improvements are eligible only if they are combined with biking and/or micromobility improvements
- Creating car-free zones in commercial corridors to improve safety for biking, walking, and other micromobility options

- Using temporary traffic control measures to implement shared street segments for biking and micromobility, providing priority for those modes by lowering speeds and diverting traffic flows
- Installing clear signage and messaging (static or electronic) to alert all roadway users of the new shared streets conditions in effect. This strategy must be combined with a shared street improvement.

View summaries of how local jurisdictions and cities across the nation have implemented shared streets-style programming in 2020 by visiting sandag.org/sharedstreets.

IV. ELIGIBLE EXPENSES

- Material expenses such as barriers and signage necessary for traffic control
- Printing of required Shared Streets Pilot Program signage to designate pilot area as a shared streets segment with funding partially or entirely provided by SANDAG.
- Consultant fees, public agency staff time, and/or related expenses for design, production, and placement of signage and/or promotional materials for Shared Streets 2.0 Pilot projects
- Consultant fees and/or public agency staff time, and/or related expenses to develop traffic control plans (if required) to implement projects

V. INELIGIBLE ACTIVITIES AND EXPENSES

The Shared Streets 2.0 Pilot Program is funded by the Federal Highway Administration. The Federal Cost Principles outlined in Subpart E of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) provide guidance on costs that are allowable under this RFA. Examples of unallowable activities and expenses are listed below. For a comprehensive list, see <https://www.ecfr.gov/cgi-bin/text-idx?SID=0c184436771778a5851a846ed6803924&mc=true&node=sp2.1.200.e&rgn=div6>.

- Infrastructure or capital projects such as street improvements
- Contracted labor cost for installation of traffic control elements
- Fundraising or charity events
- Political campaigns
- Cash prizes
- Tobacco, alcohol, and firearms
- Religious activities
- Use of funds for promoting existing non-shared streets events

VI. ELIGIBILITY AND SUBMITTAL REQUIREMENTS

Applicants that fail to meet the following eligibility and submittal requirements will be considered ineligible for award. Eligibility shall be determined at the sole discretion of SANDAG.

- a. Applicants must be jurisdictions located in San Diego County and be one of the eligible applicant types listed in Section III of this RFA. The application must be signed by an authorized representative of the applicant, such as the city manager or other authorized individual under the applicant’s policies and procedures and demonstrate the applicant’s willingness to participate and fulfill the program requirements.

- b. Only one application may be submitted per jurisdiction.
- c. The project must be implemented any time between May 1, 2021, and June 27, 2021, and the pilot must be active and open to the public for a minimum period of four weeks. It is up to each jurisdiction's discretion as to how long the pilot will be active beyond the required four weeks.
- d. Applications must include a detailed project budget and a clear and concise description of how funding will be used in the project budget table included in Attachment A to this RFA. Applicants are encouraged to add budget detail that includes quotes for anticipated products and services.
- e. The application must demonstrate a direct connection between the proposed activities and the pilot program's goal to promote biking and other micromobility options in the context of Bike Month 2021 while abiding by public health guidelines that may be in place recommending increased physical distancing.
- f. Project activities must illustrate their reach to the entire project area and describe the effort that will be made to reach low-income, disabled, and minority communities within the pilot project area.
- g. The project should demonstrate creativity and appeal to a broad audience.
- h. The implemented shared streets pilot project must be free and open to the public.
- i. Funded projects must not have alcohol, political, religious, or discriminatory themes or affiliations.
- j. Applicant must be willing to provide the required insurance and execute an agreement for a Shared Streets 2.0 Pilot Funding Program in the same form as provided in Attachment B to this RFA and within the timelines noted in this RFA.
- k. All promotional materials developed for the project, including fliers, posters, signage, advertisements, social media and digital graphics, must include the SANDAG, iCommute, and GO by BIKE logos provided by SANDAG, and must be approved by SANDAG prior to publication and distribution. The logo files should be kept to scale if resized and should remain unmodified. Marketing materials should promote Bike Month whenever possible. Marketing materials should be reviewed by Anika Rohlfes (anika.rohlfes@sandag.org) prior to printing. Please allow 48 business hours for review by SANDAG.

VII. REPORTING REQUIREMENTS

Upon the pilot project's completion, the funding recipient will provide SANDAG with a final summary report that includes:

- a. Description of the pilot project's planning and implementation activities, any challenges experienced in translating the pilot idea into reality, notable pilot successes, and the pilot's estimated impact on the community (e.g., bike/micromobility usage, safety perceptions, travel behavior/mode shift, economic development).
- b. Electronic copies of all promotional materials developed for the project, including fliers, posters, signage, advertisements, social media and digital graphics.
- c. At least 15 digital photos of the funded project. Photos should be high resolution (minimum of 300 pixels per inch) and may be submitted to SANDAG via WeTransfer or similar secure file transfer service. Electronically submitted photos should be titled by pilot location (e.g., street name) and date of capture.

- d. Copies of press releases or other communications materials used to promote the project. Social media posts are encouraged to highlight funding support from @SANDAG, @iCommuteSD, and supporting #GObyBIKEsd.
- e. Final reports are due no later than July 16, 2021.

VIII. PILOT PROJECT ASSESSMENT

SANDAG will partner with UC San Diego to carry out a travel behavior and public health assessment for each pilot project. This may be accomplished through a combination of:

- Intercept surveys
- Bike and pedestrian counts conducted before and after implementation
- Assessment of safety mitigation efforts
- Assessment of street space allocation
- Communities of Concern access and usage of pilot project locations

Funding recipients will be required to abide by the Pilot Project Implementation period listed in Section XII of the RFA to enable UC San Diego to complete pre-pilot assessments between April 1 and April 30, 2021. Assessment activities will also be carried out during the 4-week implementation period in addition to a post-pilot implementation period in summer 2021. SANDAG requests grant recipient cooperation with UC San Diego as part of this effort. SANDAG will share assessment outcomes with grantees.

IX. PAYMENT OF PROGRAM FUNDS

All work performed as a result of the agreement will be on a reimbursement basis. Funds will not be disbursed until an agreement has been approved and fully executed by SANDAG and the funding recipient, along with the submittal of a final report, itemized invoice, and copies of receipts. Should funding be used to reimburse jurisdictions for staff time, estimated hours and cost should be included as a line item in the itemized invoice. Only those eligible pilot program expenses that occur between the grant award notification date and 6/27/2021 will be reimbursed, up to the maximum grant award as stated in the executed agreement.

Pre-award costs that are necessary for efficient and timely performance of the Project which are incurred prior to the effective date of the Agreement in anticipation of the funding award are allowable costs only to the extent that they are otherwise allowable under 2 CFR 200 and the Program requirements. Costs not specifically included in the Project Budget are only allowable with prior written approval of SANDAG.

X. APPLICATION SUBMITTAL INSTRUCTIONS

- A.** The application shall address the Eligibility and Submittal Requirements (Section VI of this RFA) and how the proposed program/project achieves the pilot program objectives.
- B.** The complete application shall be submitted to SANDAG between December 4, 2020, and March 5, 2021, by 5 p.m. Pacific Standard Time (PST), by email to sharedstreets@sandag.org. All applications from any jurisdiction will be processed and approved on a first-come, first served basis, until all funding is exhausted.
- C.** All questions relating to this RFA must be submitted no later than February 10, 2021, by 4 p.m. PST to sharedstreets@sandag.org.

XI. APPLICATION EVALUATION PROCESS

Applications submitted after 5 p.m. PST on March 5, 2021, will not be considered. All applications from any jurisdiction will be processed and approved on a first-come, first served basis, until all funding is exhausted. Any applications received after all funding is exhausted, but before the final deadline, will be kept and filed in the order they were received in the event an applicant cancels and funding becomes available. All information submitted in the application package will be utilized to evaluate and determine eligibility of the proposed project. Each applicant should demonstrate how effectively its application meets the Eligibility and Submittal Requirements (Section VI of this RFA) and program goals. If additional program funds are available, SANDAG may distribute the additional funding equally to applicants that identified an eligible use for supplemental funding. Applicants will be notified of the total funding amount they are awarded by March 22, 2021.

XII. PILOT PROGRAM TIMELINE

Key dates for the program include:

Pilot Program Activity	Dates
Release of RFA	December 4, 2020
RFA Question Due Date	February 10, 2021
Application Acceptance Period	December 4, 2020, through March 5, 2021 (5 p.m. PST)
Application Review Period	Rolling review between March 8, 2021, to March 19, 2021
Awards and Notifications	By March 22, 2021
Anticipated Execution of Funding Agreements	March 23, 2021, to April 30, 2021
Period During Which Reimbursable Pilot Expenses Can Occur	Award notification date through June 27, 2021
UC San Diego Pre-Pilot Assessment	April 1, 2021, to April 30, 2021
Pilot Project Implementation Period (minimum of four weeks; UC San Diego assessment carried out in parallel)	May 1, 2021, to June 27, 2021 (Projects may remain open after June 27, 2021)
UC San Diego Post-Pilot Assessment	June 28, 2021 and beyond
Final Report Submission Deadline	No later than July 16, 2021

XIII. SPECIAL CONDITIONS

A. Reservations

This RFA does not commit SANDAG to award a contract, defray any costs incurred in the preparation of an application pursuant to this RFA, or to procure or contract for work. SANDAG may reject applications without providing the reason(s) underlying the rejection. Failure to award a funding agreement to the applicants will not result in a cause of action against SANDAG.

B. Public Records

All applications submitted in response to this RFA become the property of SANDAG and are considered public record. As such, applications may be subject to public review.

C. Right to Cancel

SANDAG reserves the right to cancel or revise, for any or no reason, in part or in its entirety, this RFA. If SANDAG revises and/or cancels the RFA prior to the deadline for applications, applicants will be notified by email.

D. Contingency List

In the event that a jurisdiction cancels or decides not to use the funds allotted, SANDAG may choose to offer those available funds to applicants with additional project costs identified until all funds have been exhausted.

E. Additional Information

SANDAG reserves the right to request additional information and/or clarification from any or all applicants to this RFA but is under no obligation to do so.

F. Funding Agreement

Funding recipients will be required to sign the “Shared Streets 2.0 Pilot Program Funding Agreement,” and to provide the insurance certificates and all other required documentation prior to the contract execution. Successful applicants who are offered funding will be given 14 days to execute the Agreement for the Shared Streets 2.0 Pilot Funding Program. Applicants failing to execute the Agreement within 45 days shall forfeit their award and SANDAG may award the funding to another applicant at its discretion.

SANDAG will not be held accountable for any harm caused during and/or from projects funded by SANDAG.

G. Insurance Requirements

Applicants will be required to provide proof of insurance. The required insurance certificates (or proof of self-insurance for public entities) and endorsements must comply with all requirements shown in the Funding Agreement and must be provided prior to contract execution. It is recommended that proof of insurance be submitted with the application to expedite the agreement execution process.

Minimum Policy Limits Required:

Commercial General Liability (per occurrence)	\$100,000
Commercial General Liability (aggregate)	\$100,000
Workers’ Compensation Employer’s Liability	As required by the State of California’s statutory limits

XIV. PROTESTS

SANDAG protest procedures may be obtained on the SANDAG website at sandag.org/contracts.

XV. INCORPORATION OF ATTACHMENTS

The following documents are available at sandag.org

- Attachment A – Sample Shared Streets 2.0 Pilot Project Application
- Attachment B – Sample Agreement for Shared Streets 2.0 Pilot Program
- Attachment C – SANDAG Board Policy No. 035 – Competitive Grant Program Procedures

ATTACHMENT A
SAMPLE SHARED STREETS 2.0 PILOT PROJECT APPLICATION

Pilot Project Summary

A. Project Title

B. Project Applicant

Provide the name and address of the jurisdiction

Jurisdiction: _____

Address: _____

Primary Contact

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Cell: _____

Email: _____

Role on the Project: _____

Secondary Contact

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Cell: _____

Email: _____

Role on the Project: _____

C. Project Description

Describe the project scope, date, and location to be funded by the Shared Streets 2.0 Pilot Program.

Project Scope

How will the project advance reduction of vehicle miles traveled by creating safe space for biking and riding micromobility options? How many people do you anticipate reaching with this project? What partner organizations may support the project? How will this project be communicated to the public? How will your organization monitor the success of the project? How will you reach the entire project area including efforts to reach low-income, disabled, and minority communities?

SAMPLE

Anticipated Pilot Project Start Date: _____

Proposed Locations

Include street name(s) and to/from extent(s), if known. Attach a second page of locations, if needed.

D. Project Budget Estimate

Provide a clear description of how funding will be used. Outline or attach any quotes that may have been obtained for products or services.

Describe how supplemental program funding, if available, would be used to support the pilot project.

SAMPLE

Identify anticipated project expenditures below. Please attach a second page of expenses, if needed.

Expense	Qty	Unit Cost	Description (what would this item be used for)	Estimated Amount
1.		\$		\$
2.		\$		\$
3.		\$		\$
4.		\$		\$
5.		\$		\$
6.		\$		\$
7.		\$		\$
8.		\$		\$
9.		\$		\$
10.		\$		\$
11.		\$		\$
12.		\$		\$
13.		\$		\$
14.		\$		\$
15.		\$		\$
Total				\$

E. Signature

Application must be signed by an authorized representative of the applicant, such as the city manager or other authorized individual under the applicant's policies and procedures.

 Signature Printed Name Title Date

ATTACHMENT B
SAMPLE AGREEMENT FOR SHARED STREETS 2.0 PILOT PROGRAM

(next page)

SAMPLE

**Sample Agreement for
Shared Streets 2.0 Pilot Program**

This Agreement for the Shared Streets 2.0 Pilot Program [Agreement Number] ("Agreement") is made this [Day] day of [Month], [Year], by and between the San Diego Association of Governments ("SANDAG") and the Funding Recipient ("Recipient") Name of Jurisdiction.

Address: _____

City, State, ZIP: _____

Phone: _____ Fax: _____ Email: _____

Contact Person: _____

Tax I.D. No.: _____

Title of Activity ("Project"): _____

Objectives: _____

Location: _____ Start Date(s): _____

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

A. Term

The term of this Agreement shall commence immediately upon the effective date written on the top of this Agreement. This Agreement shall remain in effect until the Project is completed or June 27, 2021, whichever comes first. The term of this Agreement may be amended by mutual agreement of the parties.

B. Approved Project Budget

Recipient successfully applied for Shared Streets 2.0 Pilot Program funding for the Project. SANDAG agrees to provide support for the named activity in the amount of \$_____.

C. Project Implementation and Oversight

Although SANDAG will be providing financial assistance to Recipient to support the Project, SANDAG will not be responsible for Project implementation or have any control of Recipient or the means or methods used to carry out the Project. Recipient hereby declares that it is independent from SANDAG and agrees that, in the performance of this Agreement, Recipient shall act as an independent contractor and not as an employee of SANDAG. Recipient has and hereby retains full control of all the employment, compensation, and discharge of all employees of Recipient assisting in its performance hereunder. Recipient shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Recipient shall be responsible for its own acts and those of its agents and employees during the term of this Agreement, except as otherwise specifically provided, as an independent contractor.

D. Insurance

Recipient shall procure and maintain for the duration of this Agreement, insurance or evidence of self-insurance acceptable to SANDAG against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Recipient, its agents, representatives, or employees.

1. Minimum Policy Limits Required

Commercial General Liability (per occurrence)	\$100,000
Commercial General Liability (aggregate)	\$100,000
Workers' Compensation Employer's Liability	As required by the State of California's statutory limits

2. Endorsements

Recipient shall furnish SANDAG with certificates of insurance and any required endorsements, or evidence of self-insurance acceptable to SANDAG, effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must specifically state that they modify the policy language. All certificates and endorsements are to be received and approved by SANDAG before work commences.

- i. The Commercial General Liability policy shall contain, or be endorsed to contain, the following provisions:

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

General liability coverage can be provided in the form of an endorsement to the Recipient's insurance, or as a separate owner's policy. For any claims related to this Project, the Recipient's insurance coverage shall be primary insurance as respects SANDAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SANDAG, its officers, officials, employees, or volunteers shall be excess of the Recipient's insurance and shall not contribute with it.

- ii. The Workers' Compensation and Employers' Liability policy or policies shall contain, or be endorsed to contain, the following provisions:

Recipient hereby grants to SANDAG a waiver of any right to subrogation that any insurer of Recipient may acquire against SANDAG by virtue of the payment of any loss under such insurance. Recipient agrees to obtain an endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SANDAG has received a waiver of subrogation endorsement from the insurer.

iii. **No Limitation on Liabilities and Obligations**

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

E. No SANDAG Obligations to Third Parties

In connection with the Project, the Recipient agrees that SANDAG shall not be subject to any obligations or liabilities to any subrecipient, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project.

F. Indemnification

Recipient agrees to defend, indemnify, protect, and hold SANDAG and its directors, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Recipient's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of Recipient and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that the Recipient's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its directors, agents, officers, or employees. Recipient shall have no authority, express or implied, to act on behalf of or bind SANDAG or its members, agents or employees in any capacity whatsoever, as an agent or otherwise.

G. Project Schedule and Payments

Recipient shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, which is included below. In the event Recipient encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, Recipient shall immediately notify SANDAG in writing to sharedstreets@sandag.org, 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.

Pre-award costs that are necessary for efficient and timely performance of the Project which are incurred prior to the effective date of the Agreement in anticipation of the funding award are allowable costs only to the extent that they are otherwise allowable under 2 CFR 200 and the Program requirements. Costs not specifically included in the Project Budget are only allowable with prior written approval of SANDAG.

Within 30 calendar days following Project implementation but no later than June 30, 2021, the Recipient agrees to submit a final certification of Project expenses and final report. If the Recipient fails to provide a final certification of Project expenses and final report within 30 days of Project implementation or by July 16, 2021 (whichever date comes last), the Recipient will not be eligible for reimbursement.

H. Termination for Cause

Termination for cause shall be merited in the event of a material breach of this Agreement. Events of material breach shall include, but not be limited to, failure to adhere to the Project time schedule, failure to maintain required insurance, bankruptcy, failure to pay any subcontractor or other company or person retained by Recipient in connection with this Agreement, or Recipient negligently or intentionally disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

I. Termination for Convenience

SANDAG may terminate this Agreement in whole or in part, at any time by written notice to the Recipient when it is in the best interest of SANDAG. Recipient shall be paid its costs for work performed up to the time of termination if it is terminating for convenience. Recipient shall promptly submit its final invoice to SANDAG. No Project costs will be considered for reimbursement after the notice of termination is given to the Recipient.

J. Project Schedule

Project Milestone	Completion Deadlines
1. Project Implementation	Notice to Proceed to May 1, 2021, to June 27, 2021
2. Final Report Due	July 16, 2021

K. Compliance with All Applicable Laws and Code of Conduct

As required by federal law, SANDAG has established Disadvantaged Business Enterprise (DBE) program under 49 CFR 26. Although no goal has been set for this Agreement, DBEs and other small businesses are encouraged to participate in the performance of agreements where applicable.

SANDAG requires compliance with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended, and all other applicable discrimination laws and civil rights statutes and implementing regulations. SANDAG will not tolerate illegal discrimination or harassment by its funding recipients.

Recipient agrees to abide by all requirements of applicable and relevant laws or regulations and will ensure that the Project complies with the eligibility requirements and ineligibility prohibitions for the Project as set forth in the Request for Applications (RFA), including the federal Cost Principles and Audit Requirements located at 2 CFR 200. Further, Recipient agrees to include nondiscrimination and compliance provisions in all subcontracts to perform work under this Agreement.

L. 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 ensure timely resolution of complaints, and sufficiently document steps taken to investigate and address complaints. Recipient shall report complaints to SANDAG and make these records available to SANDAG for inspection during audits. 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.

M. Deliverables and Records Retention

Recipient agrees that all deliverables it provides to SANDAG, including photos, shall be owned by SANDAG and shall be free from third-party ownership claims. Recipient shall maintain complete and accurate records with respect to allowable costs incurred under this Agreement. Recipient shall provide reasonable access to the representatives of SANDAG, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers, or records of Recipient that are related to this Agreement at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement.

N. Public Records

All communications with and information provided to SANDAG become public records as the property of SANDAG. As such, they may be subject to public review. Please see SANDAG Board Policy No. 015, Records Management Policy, which is available at sandag.org/legal, for additional information.

O. Media and Community Outreach Coordination

Recipient agrees to keep SANDAG up to date on the Project and media and community outreach efforts and assist SANDAG with media or community events related to the Project. Furthermore, Recipient agrees to provide Project information to support media and communications efforts. This includes Project photos taken throughout the Project 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.

P. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by email or mailed via first class mail to the below listed address. Notice shall be effective upon receipt thereof.

For SANDAG:

San Diego Association of Governments
Attention: Patty Talamantes
401 B Street, Suite 800
San Diego, CA 92101
Phone: (619) 699-1900
Email: sharedstreets@sandag.org

For Recipient:

At the address first listed above

Email: [Email]

Q. Incorporation and Exhibits

This Agreement and the RFA set forth all the terms and conditions for the Project between SANDAG and Recipient, with the Agreement taking precedence over the RFA. The following exhibits are incorporated into and made part of this Agreement.

Exhibit 1. Project Description

Exhibit 2. Project Budget

R. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This Agreement may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

SAN DIEGO ASSOCIATION OF GOVERNMENTS

NAME OF JURISDICTION

Ryan Ross **Date**
Director of Regional Transportation Services

NAME **Date**
Title

ATTACHMENT C

SANDAG BOARD POLICY NO. 035 – COMPETITIVE GRANT PROGRAM PROCEDURES

(next page)



COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

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

Procedures

1. Project Milestone and Completion Deadlines

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

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

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

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

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

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

2. Project Milestone and Completion Deadline Extensions

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

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

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

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's

response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

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

3. Project Delays and Extensions in Excess of Six Months

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

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

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

4. Resolution and Execution of the Grant Agreement

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

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

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

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

execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

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

Adopted: January 2010

Amended: November 2014