

**REQUEST FOR GRANT APPLICATIONS
FOR
GO by BIKE MINI-GRANT PROGRAM**

Application Deadline: December 21, 2018, at 5 p.m.

**Submit an application electronically between
November 5, 2018, and December 21, 2018, to
iCommuteGrants@sandag.org**



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

**REQUEST FOR GRANT APPLICATIONS FOR
GO by BIKE MINI-GRANT PROGRAM
SANDAG SOLICITATION NO. 5005581**

I. INTRODUCTION

The San Diego Association of Governments (SANDAG) is soliciting applications for the GO by BIKE Mini-Grant Program. This Request for Grant Applications (RGA) describes the eligibility requirements of the program, the project schedule, the grant application evaluation process, the minimum information that must be included in the application, and a sample grant agreement.

II. PROGRAM OVERVIEW

In support of the San Diego Regional Bike to Work Day on Thursday, May 16, 2019, and National Bike Month in May, the SANDAG iCommute program will award grants of up to \$3,000 to eligible applicants for programs or projects that promote biking through outreach and education. A total of \$60,000 in grant funding is available.

III. ELIGIBLE APPLICANTS

- Local government organizations
- Nonprofit organizations¹
- Community-based organizations (CBOs)
- Business improvement districts, main street associations, or chambers of commerce
- Colleges and universities
- Public and private (K-12) schools and San Diego County school districts can partner with a CBO or non-profit organization, but the CBO or non-profit must serve as the applicant/Grantee to support the project, execute the grant agreement, and provide the required insurance. Schools and school districts are not eligible applicants.

IV. ELIGIBLE PROGRAMS/PROJECTS

GO by BIKE Mini-Grants are intended for programs and projects that promote Bike Month or Bike to Work Day. Eligible activities must be open to the public, and should focus on bike education or safety, building support for biking, and promoting biking as an everyday transportation choice. Examples of eligible programs/projects include, but are not limited to:

- Host community rides, bike scavenger hunts, or guided bike tours of business districts, historic sites, or bike rides along existing bike paths/infrastructure
- Offer bike education classes related to bike maintenance, skill building, bike commuting, and safety

¹ Must provide proof of non-profit status

- Host CicloSDías type events that open city streets to bikes
- Host “Bike-in Movies”
- Coordinate “Bike to Business” promotions in a neighborhood business district
- Organize local “Bike to Work Day” or “Bike to Campus/School” events open to the public
- Organize an event or campaign that educates residents about bike safety
- Hold campaigns, events, fairs, or contests that promote bike riding
- Other exciting biking related events and activities that you dream up – be creative!

V. ELIGIBLE EXPENSES

- Event expenses such as permits and supplies
- Marketing expenses related to design, production, placement, and printing of promotional materials
- Incentives or prizes for contests that promote biking
- Consultant fees to conduct bike education activities

VI. INELIGIBLE ACTIVITIES AND EXPENSES

GO by BIKE Mini-Grants will be provided by funding received from 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 RGA. 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>.

- Staff salaries, including staff time or expenses for managing the project or grant management
- Timed bike races
- Infrastructure or capital projects such as bike lockers, permanent bike racks and bike parking, and street improvements
- Fundraising or charity events
- Political campaigns
- Cash prizes
- Tobacco, alcohol, and firearms
- Religious activities

VII. THRESHOLD AND SUBMITTAL REQUIREMENTS

Applications must meet the threshold and submittal requirements below.

A. Eligibility Criteria

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

1. Applicants must be located in San Diego County and be one of the eligible grantee types listed in Section III of this RGA. The organization's application must be signed by an authorized representative of the applicant such as the director, president, chief executive officer, or city manager, and demonstrate the applicant's willingness to participate and fulfill grant requirements.
2. Only one grant application can be submitted per organization, and only one grant application can be submitted per project, except for non-profit and CBOs. These organizations can submit one application individually and can submit up to three separate applications if they are partnering with a K-12 school.
3. The event or activity must be held between March 15, 2019, and June 15, 2019, in support of Bike Month or Bike to Work Day (building up to or capitalizing on momentum and awareness after Bike Month has ended).
4. Applications must include the approximate number of people the project is anticipated to reach. Applications with the potential to reach a larger audience will be given more points in the evaluation process than events reaching a smaller audience.
5. Applications must include a detailed project budget and a clear description of how funding will be used in the project budget table included in Attachment B to this RGA. Applications with budget detail that includes quotes for products and services will be given more points in the evaluation process than budgets that lack detail.
6. The application must demonstrate a direct connection between the proposed activities and the grant program's goal to promote biking through outreach and education. A plan for measuring outcomes must be included in the proposal.
7. The 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 project area.
8. The project should demonstrate creativity and appeal to a broad audience – particularly audiences that might not have experience biking.
9. Events must be free and open to the public.
10. Events must not have alcohol, political, religious, or discriminatory themes or affiliations.
11. Applicant must be willing to provide the required insurance and execute an agreement for a GO by BIKE Mini-Grant in the same form as attached to this RGA within the timelines noted in this RGA.

B. Methodology

The project applicant must respond to the following questions.

1. How will your organization use the funds if awarded a GO by BIKE Mini-Grant? Please specify all advance planning your program/project will require after notifications of grant awards are made, and any program/project details such as anticipated date, location, and intended audience.
2. How will the project advance the grant program's primary goal to promote biking through outreach and education as a viable transportation choice? Please address any opportunities your program/project will have to support Bike Month and/or Bike to Work Day participation; either building up to it or capitalizing on momentum and awareness after Bike Month has ended.
3. How will this project be promoted to ensure broad participation? How many individuals do you anticipate will be affected by this project? What demographic groups will benefit from the project?
4. How will you define project success? Describe how project outcomes will be measured.

VIII. REPORTING REQUIREMENTS

Upon the project's completion, the grant recipient will provide SANDAG with a final report that summarizes the project to include:

- A.** Description of the project's activities, challenges, successes, and participation rates.
- B.** At least 15 digital photos that represent each of the activities of the funded project. Upon notification of award, grant recipients will be provided with a SANDAG 'Photo Release' form to be completed by all featured photo subjects. 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 and release forms of those featured, if individual faces are featured.
- C.** Copies of all promotional materials developed for the project, including fliers, posters, 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 be reviewed by Phoenix Smith (phoenix.smith@sandag.org) prior to printing. Please allow 48 business hours for review by SANDAG.
- D.** Press releases or other media materials used to promote the event or activity.
 1. Social media posts can highlight funding from @SANDAG, @iCommuteSD, and supporting #GObyBIKEsd or #BiketoWorkSD.

Reports are due two weeks after an event's completion and no later than June 29, 2019.

IX. PAYMENT OF GRANT FUNDS

All work performed as a result of the grant agreement will be on a reimbursement basis. Work performed prior to the date of a fully-executed grant agreement will not be funded. Funds will not be disbursed until a grant agreement has been approved and fully executed by SANDAG and the grant recipient, along with the submittal of a completed evaluation, itemized invoice, and copies of receipts.

X. APPLICATION SUBMITTAL INSTRUCTIONS

- A.** The application shall be limited to five pages, exclusive of required forms.
- B.** The application shall address the Threshold and Submittal Requirements (Section VII) and how the proposed program/project achieves the grant objectives.
- C.** The complete application shall be submitted to SANDAG between November 5 and December 21, 2018, by 5 p.m. Pacific Standard Time (PST), by email to the address listed below.
- D.** All questions relating to this request for applications can be directed to:

San Diego Association of Governments
Attention: Patty Talamantes
401 B Street, Suite 800
San Diego CA 92101
Email: iCommuteGrants@sandag.org
Phone: (619) 699-4814

XI. EVALUATION AND SELECTION PROCESS

Applications submitted after 5 p.m. PST on Friday, December 21, 2018, will not be considered. All information submitted in the application package will be utilized by the grant review committee for evaluation. Each applicant should demonstrate how effectively its application meets the Threshold and Submittal Requirements (Section VII) and program goals. Eligible applications receiving between 75 and 100 points will be considered for funding. Projects will receive funding in the order of their respective score until all funding has been allocated, or no applications with scores above 75 points remain.

Eligible applications will be scored on the following areas:

Evaluation Factor	Point Value
Organization’s experience and capacity for carrying out the project	20
Methodology and approach to project	30
Project budget	20
Projected attendance or project reach	10
Quality, comprehensiveness, relevance, and feasibility of the application submitted	20
Total Available Points	100

XII. GRANT PROGRAM TIMELINE

Key dates for the grant process include:

Grant Process	Date
Release of RGA	November 5, 2018
Grant applications due to SANDAG	November 5, 2018, to December 21, 2018
Grant applications review	December 24, 2018, to January 18, 2019
Grant awards and notifications	By January 31, 2019
Approval of grant agreements	February 2019
Final list of grant projects	March 2019
Project start date	March 15, 2019
Project completion date	June 15, 2019
Final report due date	June 29, 2019

XIII. SPECIAL CONDITIONS

A. Reservations

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

B. Public Records

All applications submitted in response to this RGA 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 RGA. If SANDAG revises and/or cancels the RGA prior to the deadline for applications, applicants will be notified by email.

D. Contingency List

In the event that an organization cancels or decides not to use the funds allotted, SANDAG may choose to offer those available funds to the organization with the next highest score that did not receive full funding. This offer will be made to each organization on the ranked list 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 RGA, but is under no obligation to do so.

F. Grant Agreement

The selected grant recipients will be required to sign the "GO by BIKE Mini-Grant Program Agreement," and to provide the insurance certificates and all other required documentation prior to the contract execution. Successful applicants who are offered a grant award will be given no more than 45 days to execute the Agreement for the GO by BIKE Mini-Grant 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.

Consistent with SANDAG Board Policy No. 035, Competitive Grant Program Procedures (Exhibit 1 to Attachment C), 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.

SANDAG will not be held accountable for any harm caused during and/or from project events 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 Grant Agreement and must be provided prior to contract execution.

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. OWNERSHIP OF WORK PRODUCT

All documents and other information developed or received by the selected applicants shall be the property of SANDAG. Grantee shall provide SANDAG with all original work products arising from the Agreement. This provision is meant to include SANDAG ownership of the 15 photos provided as a deliverable by applicants.

XV. PROTESTS

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

XVI. INCORPORATION OF ATTACHMENTS

The following documents are attached and incorporated by reference if the box next to document title is marked.

- Attachment A – Project Summary (Sample)
- Attachment B – Project Budget Estimate Form (Sample)
- Attachment C – Grant Agreement (Sample)

**ATTACHMENT A
PROJECT SUMMARY**

PROJECT SUMMARY

A. Program/Project Title

B. Project Applicant

(Provide the name and address of the organization)

Name of Organization: _____

Address: _____

Primary Contact

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

Role on the Project: _____

Secondary Contact

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

Role on the Project: _____

C. Partner Agency/Organization - Optional

(Provide the name and address of each agency or organization the applicant will partner with. If there are multiple partnerships, list each one separately.)

Name of Partner Organization/Agency: _____

Address: _____

Name of Partner Organization/Agency: _____

Address: _____

Name of Partner Organization/Agency: _____

Address: _____

D. Program/Project Description

(Describe the program/project goals, date, location, scope, and elements to be funded by the GO by BIKE Mini-Grant. Applications must include the projected attendance or reach.)

SAMPLE

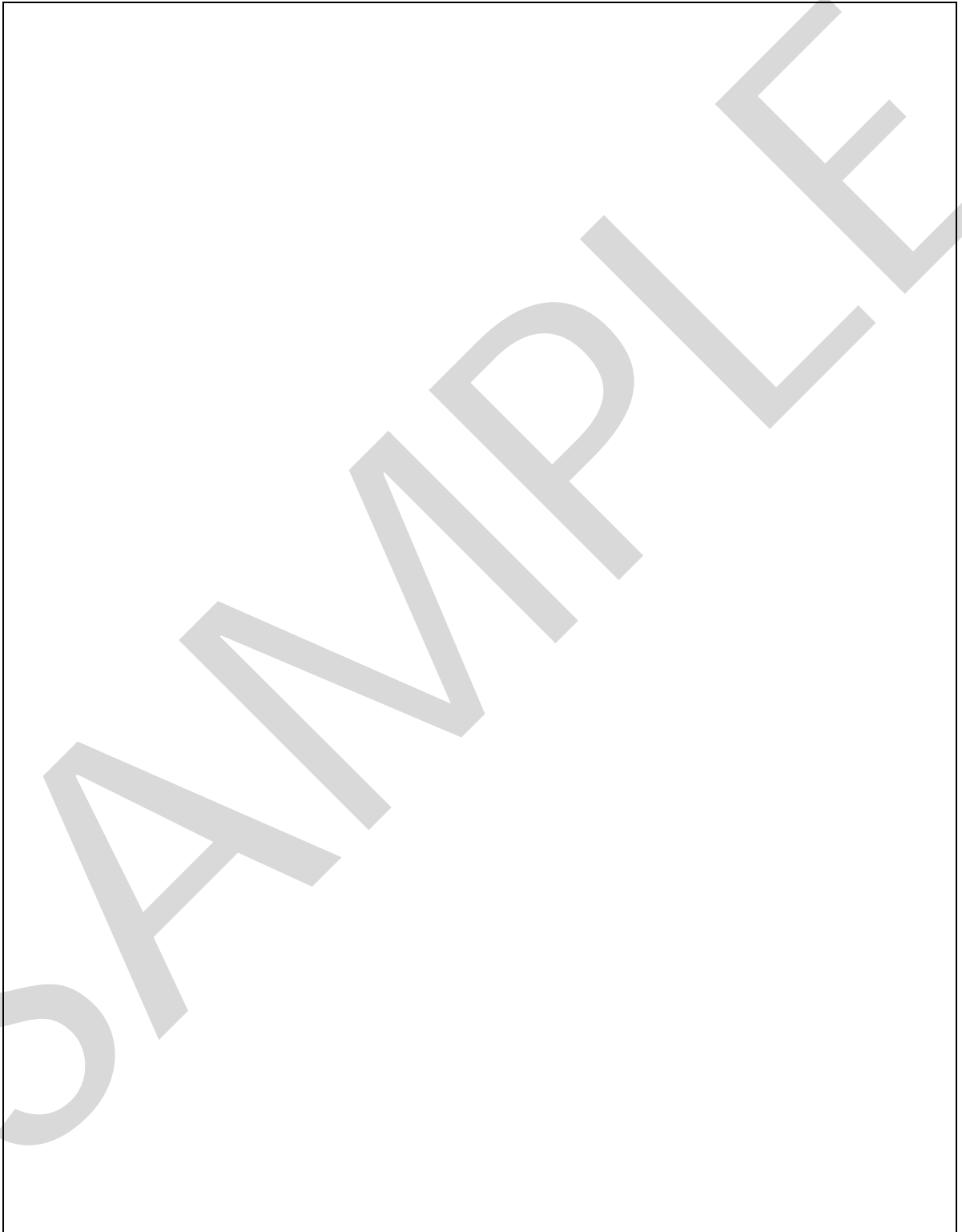
E. Description of Applicant and Assigned Staff

(Describe the applicant and the experience/skills of the staff that the applicant proposes to assign to the program/project.)

A large rectangular box with a thin black border, intended for the applicant's description. The box is mostly empty, but it is overlaid with a large, light gray, semi-transparent watermark that reads "SAMPLE" in a bold, sans-serif font, oriented diagonally from the bottom-left to the top-right.

F. Proposed Methodology

(Provide the information requested and respond to the questions asked in Section VII.B. of the Request for Grants)

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G. Project Budget Estimate

(Provide a clear description of how funding will be used, and any quotes obtained for products or services. Describe the approach used to generate this cost estimate and explain why this approach can be relied upon for sound decision-making.)

SAMPLE

**ATTACHMENT B
PROJECT BUDGET ESTIMATE FORM**

Project Budget

Using the table below as a template, identify anticipated project expenditures.

LIST OF EXPENSES	ESTIMATED AMOUNT
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$
14.	\$
15.	\$
16.	\$
17.	\$
18.	\$
19.	\$
20.	\$
TOTAL	\$

ATTACHMENT C
AGREEMENT FOR GO by BIKE MINI-GRANT PROGRAM

(next page)

SAMPLE

**AGREEMENT FOR
GO by BIKE MINI-GRANT PROGRAM**

THIS Agreement for the GO by BIKE Mini-Grant Program [Agreement Number] ("Agreement") is made this [Day] day of [Month], [Year], by and between the San Diego Association of Governments ("SANDAG") and the Grant Recipient ("Grantee") **Name of Organization** .

Address: _____

City, State, ZIP: _____

Phone: _____ Fax: _____ Email: _____

Contact Person: _____

Tax I.D. No.: _____

Title of Activity ("Project"): _____

Objectives: _____

Location: _____ Date(s): _____

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

I. TERMS AND CONDITIONS:

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 29, 2019, whichever comes first. The term of this Agreement may be amended by mutual agreement of the parties.

B. Approved Project Budget

Grantee successfully applied for GO by BIKE Mini-Grant Program funding for the Project. SANDAG agrees to provide support for the named activity by a grant in the amount of \$ _____.

C. Project Implementation and Oversight

Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or have any control of Grantee or the means or methods used to carry out the Project. Grantee hereby declares that it is independent from SANDAG and agrees that, in the performance of this Agreement, Grantee shall act as an independent contractor and not as an employee of SANDAG. Grantee has and hereby retains full control of all the employment, compensation, and discharge of all employees of Grantee assisting in its performance hereunder. Grantee 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. Grantee 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

Grantee shall procure and maintain for the duration of this Grant, insurance 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 Grantee, 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

Grantee shall furnish SANDAG with certificates of insurance and any required endorsements 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 Grantee 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 Grantee's insurance, or as a separate owner's policy. For any claims related to this Project, the Grantee's insurance coverage shall be primary insurance as respects SANDAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, or volunteers shall be excess of the Grantee'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:

Grantee hereby grants to SANDAG a waiver of any right to subrogation that any insurer of Grantee may acquire against SANDAG by virtue of the payment of any loss under such insurance. Grantee 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 Grantee, 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 Grantee 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 Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project.

F. Indemnification

Grantee 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 Grantee'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 Grantee 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 Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its directors, agents, officers, or employees. Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever.

G. Project Schedule and Payments

Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, which is included below. Grantee further agrees to the requirements and timeframes set forth in SANDAG Board Policy No. 035, Competitive Grant Program Procedures, and any amendments thereto, which is attached hereto and incorporated herein as Exhibit 1. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, Grantee shall immediately notify SANDAG in writing to iCommuteGrants@sandag.org, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance. Grantee'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.

Within 30 calendar days following Project completion and no later than June 29, 2019, the Grantee agrees to submit a final certification of Project expenses and final report. If the Grantee fails to provide a final certification of Project expenses and final report within 30 days of Project completion or by June 29, 2019 (whichever date comes first), the Grantee will not be eligible for reimbursement and/or future SANDAG grant opportunities.

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 Grantee in connection with this Agreement, or Grantee 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 Grantee when it is in the best interest of SANDAG. Grantee shall be paid its costs for work performed up to the time of termination if it is terminating for convenience. Grantee shall promptly submit its invoice to SANDAG. No Project costs will be considered for reimbursement after the notice of termination is given to the Grantee.

J. Project Schedule

Project Milestone	Completion Deadlines
1. Project Implementation	March 15, 2019, to June 15, 2019
2. Project Completion	June 15, 2019
3. Final Report Due	June 29, 2019

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 C.F.R. 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 grant recipients.

Grantee 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 Grant Applications. Further, Grantee agrees to include nondiscrimination and compliance provisions in all subcontracts to perform work under this Agreement.

L. Complaint Procedures

Grantee 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. Grantee shall ensure timely resolution of complaints, and sufficiently document steps taken to investigate and address complaints. Grantee shall report complaints to SANDAG and make these records available to SANDAG for inspection during audits. If Grantee receives a Title VI-related or ADA-related complaint, Grantee 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

Grantee agrees that all deliverables it provides to SANDAG, including photos, shall be owned by SANDAG and shall be free from third-party ownership claims. Grantee shall maintain complete and accurate records with respect to allowable costs incurred under this Agreement. Grantee 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 Grantee 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's Board Policy No. 015, Records Management Policy, which is available at sandag.org/legal, for additional information.

O. Media and Community Outreach Coordination

Grantee 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 grant-funded Project. Furthermore, Grantee 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 Grantee 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, Grantee agrees to release the rights of the photos to SANDAG for its use.

Grantee agrees to include the SANDAG, GO by BIKE, and iCommute logos on promotional materials for services funded by this program. SANDAG will provide Grantee with required logos upon request.

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 addresses:

San Diego Association of Governments
Attention: Patty Talamantes
401 B Street, Suite 800
San Diego, CA 92101
Phone: (619) 699-4814
Email: iCommuteGrants@sandag.org

Grantee: [Grantee Name]
Attention: [Grantee Project Manager]
[Grantee's address]
[City], [State] [ZIP]
Phone: [Phone:]
Email: [Email:]

and shall be effective upon receipt thereof.

This Agreement sets forth all the terms and conditions for the Agreement between SANDAG and Grantee. This Agreement may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original.

II. EXHIBITS:

The following exhibit is incorporated into and made part of this Agreement.

Exhibit 1. SANDAG Board Policy No. 035, Competitive Grant Program Procedures

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:

SAN DIEGO ASSOCIATION OF GOVERNMENTS

NAME OF ORGANIZATION

RAY TRAYNOR
Director of Operations

Date

NAME
Title

Date

EXHIBIT 1

SANDAG BOARD POLICY NO. 035, COMPETITIVE GRANT PROGRAM PROCEDURES

(next page)

SAMPLE



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