



## SACOG Board of Directors

### \*\*\*SPECIAL MEETING NOTICE\*\*\*

Thursday, March 15, 2018 at 9:30 a.m.  
SACOG Board Room, 1415 L Street, Suite 300, Sacramento, CA 95814

*The Board may take up any agenda item at any time, regardless of the order listed. Public comment will be taken on the item at the time that it is taken up by the Board. We ask that members of the public complete a request to speak form, submit it to the Clerk of the Board, and keep their remarks brief. If several persons wish to address the board on a single item, the chair may impose a time limit on individual remarks at the beginning of the discussion. Action may be taken on any item on this agenda.*

#### **(9:30) Pledge of Allegiance**

**(9:32) Roll Call:** Directors Banks, Buckland, Cabaldon, Clerici, Crews, Douglass, Duran, Flores, Frerichs, Frost, Janda, Jankovitz, Joiner, Kennedy, Miklos, Neu, Onderko, Peters, Rohan, Samayoa, Saylor, Slowey, Spokely, Stallard, Steinberg, Suen, Vasquez, Veerkamp, West, Vice-Chair Sander, Chair Schenirer, and Ex-Officio Member Benipal

**(9:34) Public Communications:** Any person wishing to address the Board on any item not on the agenda may do so at this time. After 10 minutes of testimony, any additional testimony will be heard following the action items.

#### **(9:45) Action:**

1. Approve Amendment to Transportation Demand Management Mini Grant Funding (Sabrina Bradbury)

Prepared by:

Approved by:

James Corless  
Chief Executive Officer

Jay Schenirer  
Chair

This agenda and attachments are available on SACOG's website at [www.sacog.org](http://www.sacog.org). SACOG is accessible to the disabled. As required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof, a person who requires a modification or accommodation, auxiliary aids or services in order to participate in a public meeting, including receiving this agenda and attachments in an alternative format, should contact SACOG by phone at 916-321-9000, e-mail ([contact@sacog.org](mailto:contact@sacog.org)) or in person as soon as possible and preferably at least 72 hours prior to the meeting. Parking is available at 15<sup>th</sup> and K Streets.



SACOG Board of Directors

**Subject:** Approve Amendment to Transportation Demand Management Mini Grant Funding

**Action**

**Prepared by:** Sabrina Bradbury

**Approved by:** James Corless

**Attachments:** Yes

**1. Issue:**

Should the Board increase the per-project award amount for the Transportation Demand Management (TDM) Mini-Grant Program?

**2. Recommendation:**

Staff recommends that the Board increase the TDM Mini-Grant award amount from \$3,000 to \$10,000 per project.

**3. Background/Analysis:**

In December 2017, the SACOG Board of Directors approved the TDM Mini-Grant Program as a one-year pilot that launched in mid-January. The goal of the mini-grant program is to encourage people to drive less, thereby reducing greenhouse gas emissions, reducing traffic, and improving air quality.

This grant program allocates a maximum of \$60,000 in two separate competitive phases: January 15 to June 30, 2018, and July 15 to December 31, 2018. In each phase, applicants may apply for mini-grants of up to \$3,000 for events, projects, and/or programs. A review panel of SACOG staff evaluates applications as they are submitted. Each phase will remain open for applications on a rolling basis until we award the \$30,000 or until the phase deadline, whichever occurs first.

Across the country, local governments are deploying new pilot projects to test the effectiveness and community readiness for projects and programs that encourage bicycling, walking, ride sharing, riding transit, and teleworking as options to replace car trips. To develop our criteria, we reviewed scoring criteria from successful grant programs in other regions. Our criteria emphasize connections to our regional TDM program and campaigns, encouraging behavior change, testing new ways of changing behavior, and identifying thorough methods for measuring performance. The guidelines and scoring criteria are in Attachment A for reference.

**4. Discussion/Analysis:**

While these mini grants are not intended to fully fund projects, we received feedback from a number of local staff and partners that \$3,000 is not a sufficient amount of funding to support a quality pilot with strong performance measurement aspects that ensure lessons learned. If the maximum award amount is increased to \$10,000 per project, staff believe there will be a greater number of interested applicants and higher-quality applications submitted for review. To date, only three applications have been submitted.

This recommendation was spurred by feedback over the last three months on the grant maximum and most recently a request exceeding \$3,000 to demonstrate an automated vehicle shuttle in the City of Sacramento. Staff recommends increasing the award amount to \$10,000 to ensure we do not miss the opportunity to support new, timely and innovative pilots that might not otherwise apply for funds.

**5. Fiscal Impact/Grant Information:**

Approval of the staff recommendation will change the maximum amount that can be awarded per project from \$3,000 to \$10,000 but does not change the total available funds for the grant program of \$60,000.

# **Request for Grant Applications**

**for**

## **Transportation Demand Management Mini-Grant Program**

### **Application Deadline:**

#### **Phase 1:**

Ongoing from January 16 to June 30, 2018 at 5:00 p.m.

#### **Phase 2:**

Ongoing from July 16, 2018 to December 31, 2018 at 5:00 p.m.

### **Apply electronically at:**

[SACOG.org/post/tdm-mini-grant-program](https://www.sacog.org/post/tdm-mini-grant-program)

**Applications will be accepted and funded on an ongoing basis for each phase until funds are expended.**

**REQUEST FOR GRANT APPLICATIONS FOR  
TRANSPORTATION DEMAND  
MANAGEMENT MINI-GRANT  
PROGRAM**

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**I. INTRODUCTION**

The Sacramento Area Council of Governments (SACOG) is soliciting applications for a pilot Transportation Demand Management (TDM) Mini-Grant Program. This Request for Grant Applications (RGA) describes the eligibility requirements for 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**

A total of \$60,000 in funding is available through the TDM mini-grant program in two phases (\$30,000 for each phase) with applications considered on a rolling basis until all funds for that phase have been awarded. The first phase will open for applications January 16, 2018 with applications accepted through June 30, 2018 if funds are still available. The second phase will open July 16, 2018 with applications accepted through December 31, 2018 if funds are still available. SACOG will award mini-grants of up to \$3,000 per project in support of small events and non-infrastructure programs or projects to reduce single occupancy vehicle trips and miles by encouraging biking, walking, riding transit, carpooling, vanpooling and teleworking as options for reducing car trips. Projects that focus on testing a new strategy or tactic for changing travel behavior will be prioritized.

**III. ELIGIBLE APPLICANTS**

- Local governments and special districts
- Nonprofit organizations (e.g. Transportation Management Organizations, community-based organizations business improvement districts, main street associations, neighborhood associations, chambers of commerce, etc.)
- Community colleges, colleges, and universities
- K-12 public education institutions

**IV. ELIGIBLE PROGRAMS/PROJECTS**

TDM Mini-Grants are intended for programs, events, and/or projects that reduce car trips and miles by encouraging people to walk, bicycle, ride transit, carpool, vanpool and/or telework. Examples of eligible programs, events, and/or projects include, but are not limited to:

- Host pop-up events that temporarily transform a 3-dimensional space to visually display what a street might look like with new bike paths, sidewalks, trees, transit stops and other complete street features.
- Host temporary pop-up bike and/or pedestrian paths and lanes, such as separated or protected bike lanes, trails or paths.
- Coordinate "Bike/Walk/Take Transit to Destinations" promotions in a neighborhood or business district (e.g. Bike/Walk/Take Transit to restaurants, museums, concerts, shopping, games, schools, work, etc.).
- Host Open Streets events that temporarily close city streets to automobiles and encourage people to walk or ride bikes.
- Create informational kits for communities that have high transit/bike/pedestrian accessibility; these kits could include free transit, bike share, or car share passes.
- Create temporary murals or art projects that promote walking, bicycling, transit, or carpooling (e.g., temporarily painting a crosswalk or adding art to a transit stop that brings attention to those modes).
- Use chalk paint to create temporary way finding to encourage walking, biking, carpooling, or taking transit to destinations.
- Use chalk paint to create priority parking for carpools/vanpools.
- Leverage large community events or spaces by hosting a pop-up park or bikeway demo in an area where many people will see and interact with it.
- Marketing and promotion of bike/walk/transit options to large community events.
- Offer other exciting events/programs/projects/activities that you dream up to encourage people to drive less – be creative!

## **V. ELIGIBLE EXPENSES**

- Public event expenses such as permits rental supplies (staging, sound, tape, pylons, plants, signs, tables, chairs, paint, balloons etc.).
- Transit or bike share passes, or subsidies for using non-drive alone modes.
- Marketing expenses related to producing, placing, and printing promotional materials.
- Incentives or prizes that do NOT include sponsor logos or have any cash value. Items such as t-shirts, bike socks, pencils, and buttons that have a clear mode reduction message are eligible. No cash, food or gifts with a monetary value are eligible per list below.
- Staff and consultant hours for time spent on marketing, education, encouragement, and performance measurement activities related to the event, project, or program.

## **VI. UNALLOWABLE ACTIVITIES AND EXPENSES**

TDM Mini-Grants will be provided by Congestion Mitigation and Air Quality funding received from the Federal Highway Administration. The Federal Cost Principles outlined in Federal Acquisition Regulation Part 31 provide guidance on costs that are allowable or ineligible using these funds. Examples of unallowable activities and expenses are listed below. For a comprehensive list, see

<https://www.acquisition.gov/?q=/browse/far/31>.

- Staff time for managing the project or grant management (example, time spent on accounting, budget management, and similar administrative tasks)
- Timed bike races
- Permanent infrastructure or capital projects such as bike lockers, permanent bike racks and bike parking, and permanent street improvements
- Fundraising or charity events
- Political campaigns
- Cash prizes or prizes with a cash value such as gift cards, drinks or food items
- Tobacco, alcohol, and firearms
- Religious activities

Applicants are encouraged to partner with existing large events in order to maximize reach. While food or alcohol may be served at these events, those expenses must be paid for using a different funding source.

## **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. This shall be at the sole discretion of SACOG.

1. Applicants must be located in El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba counties 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 administrator, or city manager, and demonstrate the applicant's willingness to participate and fulfill grant requirements.
2. Only one grant application may be submitted per project. Applications that were not awarded in phase one may be resubmitted in phase two.
3. The project, program, event or activity must be held within six months after the end of the grant phase from which the project was awarded, and support the regional TDM program to reduce vehicle miles and trips.
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. The application must include a detailed project budget and a clear description of how this mini-grant funding will be used. Applicants should use the project budget table included in Attachment B to this RGA.
6. The application must demonstrate a direct connection between the proposed

activities and the grant program's goal to reduce single occupancy (SOV) trips and miles. 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. If the project area is a school, describe how you plan to reach all students at the school(s).
8. The project should demonstrate creativity and appeal to a broad audience - particularly audiences that might not have experience using the various modes of transportation.
9. Events must be free and open to the public, unless it is a school event. School events need to be open to the entire school.
10. Events must not have alcohol, political, religious, or discriminatory themes or affiliations.
11. Applicant must be willing to execute an agreement for a TDM Mini-Grant in the same form as attached to this RGA within the timelines noted in this RGA.

#### **VIII. REPORTING REQUIREMENTS**

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

- A.** A one- to five-page description of the project's activities, challenges, successes, and participation rates. It should not exceed 5 pages.
- B.** At least 5 digital photos that represent each of the activities of the funded project. Upon notification of award, grant recipients will be provided with a SACOG '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 appropriate.
- C.** All promotional materials developed for the event or project must include the SACOG logo and SACOG-provided TDM campaign logos, and must be approved by SACOG prior to publication and distribution. The logos should be kept to scale if resized, and otherwise remain unmodified. Any press releases, flyers, newsletters, and other media/marketing materials used to promote the event or activity must be reviewed by Adrienne Moretz (amoretz@SACOG.org) prior to printing. Please allow two business days for review. Social Media posts can highlight funding from @SACOG, @MayisBikeMonth, @RSRChallenge – contact SACOG staff for current hashtags and coordinate social media information.

Projects must be completed no later than 6 months after the end date of the phase in which the mini-grant was awarded. Final reports are due two weeks after the mini-grant project, program, or event's completion.

#### **IX. PAYMENT OF GRANT FUNDS**

All work performed under the grant agreement will be on a reimbursement basis. Work done 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 SACOG and the grant recipient. To receive reimbursement, each selected grantee must submit a completed evaluation, itemized invoice, and copies of all receipts. SACOG will provide a sample to all selected grantees.

#### **X. APPLICATION SUBMITTAL INSTRUCTIONS**

- A.** The application shall be limited to no more than five pages, inclusive of required forms.
- B.** The application shall address the Threshold and Submittal Requirements (Section VII above) and how the proposed program/project achieves the grant objectives.
- C.** The complete application shall be submitted to SACOG between January 16, 2018, and June 30, 2018, by 5 p.m. Pacific Standard Time (PST) for the first phase and between July 1, 2018 and December 31, 2018 by 5 p.m. for the second phase, online at <https://www.sacog.org/post/tdm-mini-grant-program>. Confirm available funding before completing an application.
- D.** All questions relating to this request for applications may be directed to:

Adrienne Moretz  
 Sacramento Area Council of Governments  
 1415 L Street, Suite 300  
 Sacramento, CA 95814  
 Email: [amoretz@sacog.org](mailto:amoretz@sacog.org)  
 Phone: (916) 319-5189

#### **XI. EVALUATION AND SELECTION PROCESS**

Applications submitted after 5 p.m. PST on each phase's end date (June 30 and December 31, 2018) will not be considered. A grant review committee of SACOG staff will evaluate all information submitted in the application package. 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 in this range will receive funding in the order of submission and their respective rankings until all funding has been allocated.

Eligible applications will be scored on the following areas:

| <b>Evaluation Factor</b>  | <b>Point Value</b> |
|---|--------------------|
| Organization's experience and capacity for carrying out the project (more points awarded to applicants that demonstrate experience and resources necessary to execute the project)      | 15                 |
| Project innovation (more points awarded to applicants that will test a new strategy for changing travel behavior)   | 10                 |
| Methodology and approach to executing and evaluating the project (more points awarded to applicants that demonstrate a strong understanding for measuring the impact of their projects) | 30                 |
| Project budget (more points awarded to applicants that identify low-cost measures for executing the project)  | 20                 |



|   |            |
|---|------------|
| Projected attendance or project reach (more points awarded to applicants that leverage other events or will otherwise reach hundreds or thousands of people)                        | 10         |
| Quality, comprehensiveness, relevance, and feasibility of the application submitted (more points awarded to applications that thoroughly address all components of the application) | 15         |
| <b>Total Available Points</b>   | <b>100</b> |

SACOG staff will take into consideration such factors as geographic diversity and equitable distribution of funds.

## **XII. GRANT PROGRAM TIMELINE**

Key dates for the grant process include:

| <b>Grant Process</b>                 | <b>Phase 1</b>                            | <b>Phase 2</b>                            |
|--------------------------------------|---|---|
| Start date for applications          | January 16, 2018                          | July 16, 2018                             |
| End date for applications            | June 30, 2018                             | December 31, 2018                         |
| Grant application review             | January 16, 2018 to July 15, 2018         | July 16, 2018 to January 15, 2019         |
| First grant awards and notifications | January 31, 2018                          | July 31, 2018                             |
| Approval of grant agreements         | January 31, 2018 – July 15, 2018          | July 31, 2018 to January 15, 2019         |
| Project start date                   | Between January 31 and December 31, 2018  | Between July 31, 2018 and June 15, 2019   |
| Project completion date              | By/before December 31, 2018               | By/before June 30, 2019                   |
| Final report due date                | Four weeks after activities are completed | Four weeks after activities are completed |

## **XIII. SPECIAL CONDITIONS**

### **A. Reservations**

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

### **B. Public Records**

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

### **C. Right to Cancel**

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

**D. Contingency List**

In the event all funds are allocated and then an organization cancels or decides not to use the funds allotted, SACOG 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**

SACOG 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 "TDM 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 mini-grant award will be given no more than 45 days to execute the agreement for the TDM Mini-Grant Program. Applicants failing to execute the agreement within 45 days shall forfeit their award and SACOG may award the funding to another applicant at its discretion.

SACOG intends to hold grantees accountable to the project schedules they have proposed to ensure fairness in the competitive process and encourage grantees to implement their projects quickly so that the public can benefit from the project as soon as possible.

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

**G. Insurance Requirements**

Applicants will be required to provide proof of insurance. The required insurance certificates (or proof of self-insurance for public entities) 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 |

**XIV. OWNERSHIP OF WORK PRODUCT**

All documents and other information developed or received by the selected applicants shall be the property of SACOG. Grantee shall provide SACOG with all original work products arising from the

Agreement. This provision is meant to include SACOG ownership of the 5 photos provided as a deliverable by applicants.

**XV. INCORPORATION OF ATTACHMENTS**

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

- ✓ RGA Attachment A – Sample Grant Agreement

**ATTACHMENT C**  
**SAMPLE AGREEMENT FOR TDM MINI-GRANT PROGRAM**

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*(Please see the following page)*

**AGREEMENT FOR  
TDM MINI-GRANT PROGRAM**

THIS Agreement for TDM Mini-Grant Program [AGREEMENT NUMBER] ("Agreement") is made this [Day] day of [Month], [Year], by and between the Sacramento Area Council of Governments ("SACOG") and the Grant Recipient ("Grantee") Name of Organization

Address: \_\_\_\_\_  
City, State, and ZIP: \_\_\_\_\_  
Telephone: \_\_\_\_\_ 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 SACOG 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 30, 2018, 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 TDM Mini-Grant Program funding for the Project. SACOG agrees to provide support for the named activity by a grant in the amount of \$\_\_\_\_\_.

**C. Project Implementation and Oversight**

Although SACOG will be providing financial assistance to Grantee to support the Project, SACOG will not be responsible for project implementation or have any control of Grantee or the means or methods it uses to carry out the Project. Grantee hereby declares that it is independent from SACOG and agrees that, in the performance of this Agreement, it shall act as an independent contractor and not as an employee of SACOG. 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. 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 SACOG 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.

## 3. Endorsements

Grantee shall furnish SACOG 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 SACOG before work commences.

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

"SACOG, 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 SACOG, 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.

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

Grantee hereby grants to SACOG a waiver of any right to subrogation that any insurer of Grantee may acquire against SACOG 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 SACOG has received a waiver of subrogation endorsement from the insurer.

**E. No SACOG Obligations to Third Parties**

In connection with the Project, the Grantee agrees that SACOG shall not be subject to any obligations or liabilities to any sub grantee, 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 SACOG 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 SACOG, its directors, agents, officers, or employees.

Grantee shall have no authority, express or implied, to act on behalf of SACOG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SACOG 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 attached hereto and incorporated herein as Attachment E. Grantee further agrees to the requirements and timeframes set forth in the attached Competitive Grant Program Procedures incorporated herein as Attachment D. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, Grantee shall immediately notify the SACOG in writing at [amoretz@sacog.org](mailto:amoretz@sacog.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 SACOG receipt of it shall not be construed as a waiver by SACOG 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 30, 2018, 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 30, 2018 (whichever date comes first), the Grantee will not be eligible for reimbursement and/or future SACOG grant opportunities.

**H. Termination**

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. Project Schedule**

| Project |                    | Completion Deadlines            |
|---------|--------------------|---------------------------------|
| 1       | Project            | February 1 to December 15, 2018 |
| 2       | Project Completion | December 15, 2018               |
| 3       | Final Report Due   | December 31, 2018               |

**J. Compliance with All Applicable Laws and Code of Conduct**

As required by federal law, SACOG 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.

SACOG requires compliance with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended, 49 C.F.R. Part 21, 23 C.F.R. Part 200, and all other applicable discrimination laws and civil rights statutes and implementing regulations. SACOG 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, including but not limited to 2 C.F.R. Part 200, 49 C.F.R. Part 18, 48 C.F.R. Chapter 1, Part 31, 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.

**K. 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 SACOG and make these records available to SACOG for inspection during audits. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SACOG in writing within 72 hours of receiving the complaint so that SACOG can determine whether it needs to carry out its own investigation.

**L. Deliverables and Records**

Grantee agrees that all deliverables it provides to SACOG, including photos, shall be owned by SACOG and shall be free from third party ownership claims. Grantee shall maintain complete and accurate records related to this Agreement, including records of allowable costs



incurred under this Agreement, for a period of three years from the date of termination of this Agreement. All such records shall be maintained on a generally-accepted accounting basis and shall be clearly identified. Grantee shall provide reasonable access to the representatives of SACOG, 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.

**M. Media and Community Outreach Coordination**

Grantee agrees to keep SACOG up to date on the project and media and community outreach efforts and assist SACOG 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. SACOG 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 SACOG, Grantee agrees to release the rights of the photos to SACOG for its use.

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

**N. 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:

To: Adrienne Moretz  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814  
Email: [amoretz@sacog.org](mailto:amoretz@sacog.org)  
Phone: (916) 319-5189

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

and shall be effective upon receipt thereof.

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

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.

