




401 B Street, Suite 800
 San Diego, CA 92101-4231
 (619) 699-1900
 Fax (619) 699-1905
 www.sandag.org

March 14, 2011

TO: Interested Land Owners and Land Managers
 FROM:  Charles "Muggs" Stoll, Director of Land Use and Transportation Planning
 SUBJECT: FY 11 FUNDING FOR LAND MANAGEMENT PROJECTS

MEMBER AGENCIES

Cities of
 Carlsbad
 Chula Vista
 Coronado
 Del Mar
 El Cajon
 Encinitas
 Escondido
 Imperial Beach
 La Mesa
 Lemon Grove
 National City
 Oceanside
 Poway
 San Diego
 San Marcos
 Santee
 Solana Beach
 Vista
 and
 County of San Diego

ADVISORY MEMBERS

Imperial County
 California Department
 of Transportation
 Metropolitan
 Transit System
 North County
 Transit District
 United States
 Department of Defense
 San Diego
 Unified Port District
 San Diego County
 Water Authority
 Southern California
 Tribal Chairmen's Association
 Mexico

On January 28, 2011, the SANDAG Board of Directors approved a competitive grant process to solicit land management proposals to help implement the regional habitat conservation planning efforts. The SANDAG Board allocated \$1.95 million of *TransNet* Environmental Mitigation Program funds for land management projects that promote: (1) Invasive Control and Habitat Restoration; (2) Species-Specific Management; and (3) Habitat Maintenance, Access Control/Management, and Volunteer Coordination.

Attached to this memo are the program description; eligible activities; process for allocating funds, schedule, eligibility and weighting criteria (Attachment 1); and an application form (Attachment 2). In addition, a standardized contract agreement and invoicing template is provided for your information (Attachment 3). Your organization will be required to enter into a contract and use the invoice template if your project is selected for funding by the SANDAG Board of Directors. Note that all organizations that require a Board action to accept funds will be required to provide a resolution two weeks prior to SANDAG policy committee action on this grant program, tentatively scheduled in September 2011.

The Grant Submission application and supporting material are due to SANDAG by 4 p.m. on June 13, 2011. A pre-proposal meeting will be held on April 12, 2011, from 1 p.m. to 3 p.m. in SANDAG Room 7a to address any questions from applicants.

The grant proposal must be submitted by the land owner or representative that has legal authority to manage the property. See Attachment 1 for more information on submittal requirements.

Please mail the required signed hard copy and CD to SANDAG, located at 401 B Street, Suite 800, San Diego, CA 92101, Attn: Keith Greer, by the deadline listed above. For more information, please call Keith Greer at (619) 699-7390.

- Attachments: 1. EMP FY 2010 Land Management Grant Program Overview and Instructions
 2. Grant Submission Form
 3. Standard Agreement and Invoice Template

San Diego Association of Governments

ENVIRONMENTAL MITIGATION PROGRAM (EMP) FY 2011 LAND MANAGEMENT GRANTS – PROGRAM OVERVIEW AND INSTRUCTIONS

Program Description

The *TransNet* Extension Ordinance and Expenditure Plan, as approved by the voters on November 2, 2004, includes an Environmental Mitigation Program (EMP). The EMP is a funding allocation category for the costs to mitigate habitat impacts for regional transportation projects. The EMP is a unique component of the *TransNet* Extension in that it goes beyond traditional mitigation for transportation projects by including a funding allocation for habitat acquisition, management, and monitoring activities as needed to help implement regional habitat conservation plans.

On January 28, 2011, the SANDAG Board of Directors approved land management and monitoring activities and a budget for FY 2011. The Board approved \$1.95 million for land management projects related to: (1) Invasive Control and Habitat Restoration (\$950,000); (2) Species-Specific Management (\$650,000); and (3) Habitat Maintenance, Access Control/Management and Volunteer Coordination (\$350,000).

Eligible Projects

SANDAG has allocated \$1.95 million to address invasive species control and restoration, specific management for at-risk species, and general land management activities such as habitat maintenance, access management, and the coordination of volunteers. It is envisioned that the \$1.95 million would be part of a multi-year strategic approach that includes one or more of the following activities as approved by the SANDAG Board of Directors on January 28, 2011:

1. ***Invasive Control and Habitat Restoration (maximum funding for this eligible activity \$950,000)*** – Projects that reduce existing or emerging invasive species that threaten endangered and/or other sensitive species **AND** that engage in active habitat restoration on degraded habitat lands to promote recovery of native vegetation communities and/or threatened, endangered, and other sensitive species habitat. Projects that focus on the following vegetation communities will be given the highest priority for funding:
 - a. Grasslands
 - b. Maritime succulent scrub/Coastal bluff scrub
 - c. Coastal sage Scrub
 - d. Riparian and Inland aquatic systems, including vernal pools

2. ***Species-Specific Management (maximum funding for this eligible activity \$650,000)*** – Projects that focus on managing species at risk of extirpation to species covered under the regional habitat conservation plans, generally by identifying and reducing threats, and that include monitoring to demonstrate success at increasing or stabilizing populations. Pursuant to a regional assessment of monitoring efforts conducted in 2010, the following species have been determined to be the highest at-risk species in the region where land management activities could benefit existing populations. Projects that focus on the following species will be given the highest priority for funding:

- a. Western pond turtle
 - b. Coastal cactus wren
 - c. Golden Eagle
 - d. Nuttall's lotus
 - e. San Diego ambrosia
 - f. San Diego thornmint
 - g. Short-leaved dudleya
 - h. Sticky dudleya
 - i. Orcutt's spineflower
3. **Habitat Maintenance, Access Control/Management, and Volunteer Coordination (maximum funding for this eligible activity \$350,000)** – Regular day-to-day habitat maintenance, management of public use combined with monitoring of effects on species and habitats, and the coordination of volunteer programs to implement management actions. This includes signage (both interpretive and cautionary), education, erosion control, culvert maintenance, fencing, patrolling public use, costs related to volunteer coordination, law enforcement, and efforts to remove garbage in existing preserve systems to allow habitat areas to recover. Eligible projects also include data collection/monitoring to:
- a. Determine the effects of public use on species and vegetation communities
 - b. Track types, quantity, and seasonality of public use
 - c. Assess areas for compatible public use prior to allowing access

Process for Allocating the Funds

SANDAG will accept project proposals from land managers in San Diego County that will benefit regional conservation planning under the Natural Communities Conservation Planning Program. The applicant must own the land, or be designated to manage the land by the land owner by contract or other written form of legal documentation. The land must be conserved as open space for natural resources. Representatives of the land owner and land manager must be identified on the application form and be authorized in writing to enter into a contract agreement with SANDAG. A lead entity needs to be identified in the application. SANDAG will only enter into an Agreement with that lead entity.

Applicants must complete a Grant Submission application (Attachment 2) that does not exceed 12 pages. Applicant will identify on the proposal which eligible activity area they are applying under^a. The proposal will include the purpose of the project, the scope of work, timeline, and costs. Applicants must clearly identify their proposed tasks in the scope of work, funding requested for each task, start and end dates of the tasks, and deliverables. **Applicants are encouraged to identify phasing in their proposal in case full-funding for the project is not available.**

^a The applicant should choose one of three eligible activities that best characterizes their project for consideration under this grant program even if the proposed project could be considered under more than one of the eligible activities.

All project proposals will be reviewed for eligibility, ranked, and prioritized as described below. A list of recommended projects will be submitted for consideration to the Environmental Mitigation Program (EMP) Working Group and the Regional Planning Committee (RPC), and the projects are subject to approval by the SANDAG Board of Directors.

Successful applicants will then be required to enter into an agreement with SANDAG for grant funding shown in Attachment 4. Successful applicants will be required to submit quarterly reports on their progress and a final summary report of the project's contribution to promote habitat conservation in the region along with the final invoice.

Who Will Score The Projects?

An evaluation committee will be made up of EMP Working Group members and/or other qualified individuals who do not have an affiliation with any of the proposed projects. The committee will include people with knowledge of the regional preserve system and land management.

Timing and Use of Funds if Awarded

Projects that are not ready to start within 12 months of submission of the application to SANDAG will not be eligible for this funding cycle. Projects approved by the SANDAG Board of Directors for funding, that do not start within one year of the awarded grant agreement's execution, will be at risk of losing their funding pursuant to SANDAG Board Policy No. 035, *Competitive Grant Program Procedures*. Projects will only be funded for a maximum of three years initially.

Submittal Requirements and Application Deadline

One (1) signed hardcopy of the grant proposal and one (1) copy on a disc as a PDF file shall be submitted. Proposals submitted by facsimile or e-mail are not acceptable and will not be considered.

The grant proposal must be submitted by the land owner or representative that has legal authority to manage the property. Proposer is responsible for submitting its entire proposal package with all required submittal documents and any modifications or revisions, so as to reach SANDAG's office as designated in the RFP by the time specified below. Any proposal, modification, or revision received by SANDAG after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, and the Chief Deputy Executive Director determines that accepting the late proposal would not unduly delay the procurement process; and:

- (1) The proposal was received, with all required submittal documents, by SANDAG before proposals were distributed for evaluation or within 24 hours after the exact time specified for receipt, whichever is earlier; or
- (2) There is acceptable evidence to establish that the proposal was received, with all required submittal documents, at the SANDAG location designated for receipt of proposals and was under SANDAG's control prior to the time set for receipt of proposals; or
- (3) There is acceptable evidence to establish that the proposer submitted its proposal, with all required submittal documents, to a third-party carrier for guaranteed delivery to SANDAG by the specified "Closing Time/Date" written below, however, due to an unforeseen event beyond

the proposer's reasonable control, such as poor weather, an act of God, or a delivery mistake by a third-party carrier, the proposal package arrived after the "Closing Time/Date"; or

(4) It is the only proposal received.

The proposal must be addressed to and received no later than 4 p.m., local time, on June 13, 2011, at the office of:

Keith Greer, Grant Administrator
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101

Postmarks will not be accepted in lieu of this requirement.

Project Evaluation and Ranking

The following evaluation and ranking criteria will be used by an evaluation committee made up of EMP Working Group Members and outside technical experts NOT applying for land management grants.

Eligible Activity: 1. *Invasive Control and Habitat Restoration Projects*

| Project Evaluation Criteria | Point Range | Weight | Maximum Score Possible | Total Score |
|---|-------------|--------|------------------------|-------------|
| Lack of management of vegetation communities and/or exotic species may result in extirpation of covered species | 0-5 | 5 | 25 | |
| Project addresses species or vegetation community at highest risk of loss | 0-5 | 5 | 25 | |
| Critical linkage parcels or in regional wildlife corridor | 0-5 | 4 | 20 | |
| Long term success of management activities is likely with clear measurable positive results which will reduce future land management costs. Success criteria have been identified and will be monitored and reported. (High cost-effectiveness) | 0-5 | 5 | 25 | |
| Urgent action is needed to address a problem that would severely degrade a sensitive vegetation community | 0-5 | 5 | 25 | |
| Project part of a larger strategic effort which covers a large area with multiple partners and multiple benefits? High economy-of-scale | 0-5 | 3 | 15 | |
| Sufficient matching funds available to complete the project | 0-5 | 3 | 15 | |
| Project promotes public awareness of sustainable land management through public outreach and participation | 0-5 | 2 | 10 | |
| Total | | | 160 | |

Eligible Activity: 2. *Species-Specific Management*

| Project Evaluation Criteria | Point Range | Weight | Maximum Score Possible | Total Score |
|---|-------------|--------|------------------------|-------------|
| Lack of management of vegetation communities and/or exotic species may result in extirpation of covered species | 0-5 | 5 | 25 | |
| Project addresses species or vegetation community at highest risk of loss | 0-5 | 3 | 15 | |
| Critical linkage parcels or in regional wildlife corridor | 0-5 | 2 | 10 | |
| Long term success of management activities is likely with clear measurable positive results which will reduce future land management costs. Success criteria have been identified and will be monitored and reported. (High cost-effectiveness) | 0-5 | 5 | 25 | |
| Urgent action is needed to address a problem that would severely degrade a sensitive vegetation community | 0-5 | 4 | 20 | |
| Project part of a larger strategic effort which covers a large area with multiple partners and multiple benefits? High economy-of-scale | 0-5 | 5 | 25 | |
| Sufficient matching funds available to complete the project | 0-5 | 1 | 5 | |
| Project promotes public awareness of sustainable land management through public outreach and participation | 0-5 | 1 | 5 | |
| Total | | | 130 | |

Eligible Activity: 3. **Habitat Maintenance, Access Control/Management, and Volunteer Coordination**

| Project Evaluation Criteria | Point Range | Weight | Maximum Score Possible | Total Score |
|---|-------------|--------|------------------------|-------------|
| Lack of management of vegetation communities and/or exotic species may result in extirpation of covered species | 0-5 | 5 | 25 | |
| Project addresses species or vegetation community at highest risk of loss | 0-5 | 1 | 5 | |
| Critical linkage parcels or in regional wildlife corridor | 0-5 | 2 | 10 | |
| Long term success of management activities is likely with clear measurable positive results which will reduce future land management costs. Success criteria have been identified and will be monitored and reported. (High cost-effectiveness) | 0-5 | 5 | 25 | |
| Urgent action is needed to address a problem that would severely degrade a sensitive vegetation community | 0-5 | 3 | 15 | |
| Project part of a larger strategic effort which covers a large area with multiple partners and multiple benefits? High economy-of-scale | 0-5 | 4 | 20 | |
| Sufficient matching funds available to complete the project | 0-5 | 5 | 25 | |
| Project promotes public awareness of sustainable land management through public outreach and participation | 0-5 | 4 | 20 | |
| Total | | | 145 | |

Proposed Schedule

March 14, 2011 – A call for projects is provided to interested stakeholders included in SANDAG’s EMP *TransNet* EMP stakeholder database. A call for projects will also be posted on the SANDAG Web site.

April 12, 2011 – A public workshop will be provided to address any questions on the call for projects or the process. Staff from SANDAG will be present to address questions and provide information on the eligibility, approval, contracting, and specific requirements of this grant program.

June 13, 2011 – Applications are due to SANDAG. One signed hardcopy and one electronic version as a PDF delivered to SANDAG by 4 p.m. to Attn: Keith Greer.

June 13 – June 20, 2011 – A notice of receipt will be issued to all applicants.

July 2011 – The evaluation committee will review and rank projects following the criteria above and forward the proposals to the EMP Working Group for consideration.

July/August 2011 – The EMP Working Group will recommend a list of prioritized projects to the Regional Planning and Transportation Committees who will be asked to recommend a list of land management projects for funding. The list of projects will be subject to approval by the SANDAG Board of Directors.



Grant Submission Form

For Consideration for *TransNet* Environmental Mitigation Program (EMP) Fiscal Year 2011 Funding for Land Management

(Applications cannot exceed twelve (12) pages, including all attachments.)

Applicant Name¹: _____

Address: _____

Name of Property: _____

General Location: _____

Jurisdiction: _____

Total Acres: _____

Estimated Acres Requiring Management: _____

Owner(s) of Property²: _____

Land manager(s) of property (include name(s)), years of experience managing habitat lands, existing land management responsibilities, and references): Application is proposed for consideration under the following eligible activity area (pick only one):

- Invasive Control and Habitat Restoration*
- Species-Specific Management*
- Habitat Maintenance, Access Control/Management, and Volunteer Coordination*

Brief Project Summary (200-word maximum)

Quantify Expected Results (add bullets as necessary)

-
-
-

¹ While collaboration is encouraged in the development of the grant proposal, the proposal must identify one organization as the lead entity which will enter into an Agreement with SANDAG.

² If the applicant is not the landowner, please submit a letter or right-of-entry permit from the land owner granting permission to perform the land management duties as outlined in the application. Failure to provide the letter or right-of-entry permit will lead to disqualification of the application. **Attach letter or right-of-entry permit if applicable.**

Funding Needs Summary

1. Please indicate how much funding is being requested from SANDAG and any matching funding proposed:

| Budget Item | Requested Funding Amount | Proposed Matching Funds* | Description |
|-----------------------------------|--------------------------|--------------------------|--|
| Personnel Expenses Staff | \$ | \$ | Includes staff time for non-administrative work on the project |
| Personnel Administrative Expenses | \$ | \$ | Includes all staff time to administer the contract |
| Consultant Expenses | \$ | \$ | Includes all costs for consultant services |
| Other Direct Expenses | \$ | \$ | Includes all equipment, supplies, millage, etc.... |
| Indirect Costs ³ | \$ | \$ | All indirect charges (e.g., overhead) on the project, if any. |

*if applicable

2. Are there matching funds available? If yes, how are the matching funds assured (100-word maximum)?

Yes No

Explain how matching funds are assured.

PROJECT PROPOSAL

(Maps and/or graphics can be referenced and pasted at the end of this Word document or attached as a separate digital file.)

The proposal will include the purpose of the project, the scope of work by tasks, proposed budget, including matching funds, by task, and a schedule for each task. Applicants must clearly identify their proposed tasks in the scope of work, funding requested for each task (please identify staff hours and cost separately from consultant costs), start and end dates of the tasks, and deliverables. Applicants are encouraged to identify phasing in their proposal in case full funding for the project is not available.

A. Project Purpose

Address the following in the proposal.

1. What eligible management activities will be done on the property and why?
2. What is the biological significance of the property for endangered or covered species, sensitive habitats, core habitat areas, wildlife linkages, and/or regional habitat conservation planning?
3. Does the site suffer from natural, human, or domestic animal disturbance (e.g., off-road vehicle use, uncontrolled access, unauthorized grazing, fire, flooding, erosion, exotic species invasion, and/or feral cats)?
4. Is immediate action needed to address a problem to prevent the site from degrading further? Would the further degradation potentially affect covered species?

³ Indirect Costs are only allowable with either: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs must be submitted in accordance with [OMB guidelines](#) and approved by SANDAG. Indirect costs will not be reimbursed until one of the two conditions above are satisfied and indirect cost allocation plans must be renewed annually.

5. Does the proposal use efficient and proven methods and/or strategies to address the land management needs that would result in a high likelihood of success and reduce future land management costs (e.g., control of small outbreak of aggressive exotic species, fencing to prevent damage to rare plant populations)?
6. Does the proposal implement a strategic approach which covers large geographic areas (e.g., watershed or subwatershed extent) involving multiple partners and providing multiple benefits (e.g., part of a larger coordinated effort that is high economy-of-scale)?
7. How would the project result in measurable biological success to implement the Natural Communities Conservation Program regional preserve system? What measurable results would be used to determine success of the project?
8. How would the project involve public outreach/public participation to identify the land management activities being funded and promote awareness of grant-funded project? In your proposal please estimate the following, if any:
 - a. number of individuals in public to benefit from the project,
 - b. number of proposed volunteer hours on project,
 - c. use of signage and interpretation features to be used to educate public on purpose of project, and
 - d. outreach efforts on public access, if proposed.

B. Scope of Work by Task

Please break down the proposal into discrete tasks with a task name, description of each task, quantify expected results, and discrete deliverables for each task. Note: make sure to include tasks for both quarterly reporting on the status of the grant project and a final report on the outcome of the grant project. The applicant should choose one of the three eligible activities, described in the Call for Projects that best characterizes their project for consideration under this grant program.

C. Budget by Task

Please include a specific budget for each task described in the Scope of Work (section B above). This should include both requested SANDAG funds and any matching funds proposed. If matching funds are proposed, please distribute the match commitment proportionately throughout the project budget. For projects requesting funding for more than one year, please indicate the requested funding and match for each year. Applicants are encouraged to identify phasing in their proposal in case full funding for the project is not available. You may add or subtract rows and columns as needed (or insert an Excel spreadsheet).

| Task # and Name | Total Project Cost | Grant Request | Total Match | Year 1 Grant Request | Year 1 Match |
|-----------------|--------------------|---------------|-------------|----------------------|--------------|
| | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ |

D. Project Schedule

Please include a specific start and end date for each task described in the Scope of Work (section B above). This should include both tasks by number and the month and year of the start and end dates. Please include tasks for both quarterly reporting on the status of the grant project and a final report on the outcome of the grant project. You may add or subtract row and columns as needed (or insert an Excel spreadsheet).

| Task # and Name | Proposed Start Date | Proposed End Date |
|------------------------|----------------------------|--------------------------|
| | mm/dd/yy | mm/dd/yy |
| | mm/dd/yy | mm/dd/yy |
| | mm/dd/yy | mm/dd/yy |
| | mm/dd/yy | mm/dd/yy |
| | mm/dd/yy | mm/dd/yy |
| | mm/dd/yy | mm/dd/yy |
| | mm/dd/yy | mm/dd/yy |

NOTICE REGARDING PREVAILING WAGES

SANDAG's EMP Land Management Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004, (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, a recent appellate court case (Asuza Land Partners v. Department of Industrial Relations 191 Cal. App. 4th 1 (2010)), may require that *TransNet*-funded public works projects pay prevailing wages to workers. The Asuza case held, in part, that all construction of public improvements required as a condition of regulatory approval is subject to prevailing wage law, including public infrastructure constructed at private expense. Before submitting a grant application to SANDAG, applicants are strongly encouraged to seek advice from an attorney regarding whether the Asuza case will subject the proposed grant project to prevailing wage laws consistent with Labor Code Section 1720 *et seq.* If awarded an EMP Land Management Grant, the grant agreement between SANDAG and the grantee requires grantee's compliance with all federal, state and local laws and ordinances applicable to the agreement.

REQUIRED STATEMENTS FROM GRANTEE

- Yes No The proposed grantee has read the standardized agreement.
- Yes No If the SANDAG Board of Directors approves the grant, the proposed grantee agrees to sign and return the standardized agreement to SANDAG, without exceptions, within 45 days of receipt.
- Yes No The proposed grantee agrees to comply with SANDAG's Board Policy 035 "Competitive Grant Program Procedures," which outlines "use-it-or-lose-it" project milestone and completion deadlines. Board Policy 035 is included in the standardized agreement, and is also on SANDAG's website at the following link: http://www.sandag.org/organization/about/pubs/policy_035.pdf
- Yes No The proposed grantee understands that that 10% of all invoices will be retained until the completion of the project.
- Yes No The proposed grantee understands that that all invoices must be accompanied by written support of the charges for both requested reimbursement of grant funds and matching funds.
- Yes No The proposed grantee understands that approval of funding by the SANDAG Board of Directors, the applicant will provide a copy of their approved indirect rate audit or their proposed methodology to SANDAG for review and approval which must occur prior to the execution of the grant agreement.
- Yes No The proposed grantee understands that a resolution including the requirements of Board Policy 035, Section 4.1, must be submitted to SANDAG at least **two weeks** prior to the recommendation by the Regional Planning Committee of the list of grant projects to be considered eligible. SANDAG will provide applicants with advance notice of the Regional Planning Committee's anticipated meeting date.

I have the authorization to submit this grant on behalf of my organization.

Grantee Name/Title (print or type)

Grantee Signature mm/dd/yy
Date

FOR INFORMATION ONLY DO NOT FILL OUT

TransNet ENVIRONMENTAL MITIGATION PROGRAM FISCAL YEAR 2011

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
[INSERT NAME]
REGARDING [INSERT DESCRIPTION]**

THIS GRANT AGREEMENT [AGREEMENT NUMBER] is made this [Day] day of [Month], [Year], by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, and [Land Management Organization and address] (hereinafter referred to as "Grantee").

The following recitals are a substantive part of this Agreement:

- A. In November 2004, the voters of San Diego County approved SANDAG Ordinance 04-01, which extended the *TransNet* ½ cent sales and use tax through 2048 (*TransNet* Ordinance).
- B. The *TransNet* Extension Ordinance contains provisions for the creation of an Environmental Mitigation Program (EMP), which began being funded by the *TransNet* Ordinance on April 1, 2008.
- C. In March 2011, SANDAG issued a request for proposals from entities wishing to apply for a portion of the EMP funds for use on environmental land management projects meeting certain criteria.
- D. Grantee successfully applied for EMP funds for the following project: [Project Name] (hereinafter referred to as the "Project").
- E. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project (*TransNet* Ordinance Assistance).
- F. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role in managing the Project or retain substantial control over any portion of the Project.

NOW, THEREFORE, it is agreed as follows:

Section 1. Definitions

- A. **Application** means the signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Agreement** means this grant agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and which contain additional terms and conditions that are binding upon the parties.
- C. **Approval, Authorization, Concurrence, Waiver** means a conscious written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such

permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect. (See also Notice to Proceed, below at paragraph H in this Section 1.)

- D. **Approved Project Budget** means the most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task that has been approved by SANDAG.
- E. **Grantee** means that, even if a single organization within a legal entity has executed this Agreement as the Grantee, the entire legal entity is the Grantee. If the Grantee is a consortium, partnership, or other multi-party entity, each participant in, member of, or party to that consortium, partnership, or multi-party entity is deemed "Grantee" for purposes of compliance with applicable requirements of the Agreement for the Project.

Note to SANDAG Contracts Staff: Please complete Section F. "Maximum Percentage of SANDAG Participation" only if grantee committed matching funds in its grant application. If grantee did not commit matching funds in its application, please delete Section F, and adjust the Section letters, below, accordingly. Thank you.

- F. **Maximum Percentage of SANDAG Participation.** Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide ___ percent (___%), or \$_____ of the Approved Project Budget as matching funds from resources other than the Extension Ordinance. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is ___ percent, (___%), or \$_____, whichever is the lesser of these two amounts.
- G. **Maximum SANDAG Contribution.** Grantee submitted an application and was evaluated based on its representation that it would abide by a budget for the Project, which has been finalized and attached to this Agreement as the Approved Project Budget (Attachment A). Based on the Approved Project Budget, the maximum amount of Extension Ordinance Assistance SANDAG will pay to Grantee for amounts invoiced under this Agreement is \$_____, or ___ percent, (___%) of the Approved Project Budget, whichever is the lesser of these two amounts.
- H. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work, and shall not be eligible to receive payment for work performed, prior to SANDAG's issuance of a Notice to Proceed.
- I. **Subgrantee** means any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

Section 2. Project Implementation

- A. **General.** The Grantee agrees to carry out the Project as follows:
 - 1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work attached as Exhibit A.

2. **Effective Date.** The effective date of the Agreement or any amendment thereto is the date on which this Agreement is fully executed. The Grantee agrees to undertake Project work promptly after receiving a fully executed copy of this agreement.
 3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project, and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Ordinance.
 4. **Project Schedule.** The Grantee agrees to complete the Project in a timely manner. Nevertheless, SANDAG and the Grantee agree that milestone dates and other Project completion dates set forth in the Project Schedule attached hereto as Exhibit B are to be treated as good faith estimates rather than precise and firm legal requirements. Changes to Exhibit B or any other Exhibit to the Agreement, shall require written approval from SANDAG.
 5. **Use It or Lose It Policy.** Grantee agrees to comply with SANDAG Board Policy No. 035, "*Competitive Grant Program Procedures*"(adopted January 2010), attached hereto as Exhibit D
- B. **Application of Laws.** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of the Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of the Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or portions thereof expeditiously.
- C. **Notice Regarding Prevailing Wages.** SANDAG's EMP Land Management Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004, (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, a recent appellate court case (*Asuza Land Partners v. Department of Industrial Relations* 191 Cal. App. 4th 1 (2010)), may require that *TransNet*-funded public works projects pay prevailing wages to workers. The *Asuza* case held, in part, that all construction of public improvements required as a condition of regulatory approval is subject to prevailing wage law, including public infrastructure constructed at private expense. Before submitting a grant application to SANDAG, applicants are strongly encouraged to seek advice from an attorney regarding whether the *Asuza* case will subject the proposed grant project to prevailing wage laws consistent with Labor Code Section 1720 *et seq.* If awarded an EMP Land Management Grant, the grant agreement between SANDAG and the grantee requires grantee's compliance with all federal, state and local laws and ordinances applicable to the agreement.
- D. **Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. **Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable Federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any

responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.

2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.
 - a. **Required Clauses.** The Grantee agrees to use a written document (such as a subagreement, lease, third party contract or other legally binding document) including all appropriate clauses stating the entity's responsibilities under applicable laws, regulations, or policies.
 - b. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third party contract, or other) any necessary provisions requiring the Project participant (third party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third party contractors, and other Project participants at the lowest tier necessary.
- F. **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. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third party contractor at any tier.
- G. **Changes in Project Performance** (i.e., Disputes, Breaches, Defaults, or Litigation). The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement, and as required by SANDAG Board Policy No. 035 (*Competitive Grant Program Procedures*). The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.
- H. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard care. Where approval by SANDAG, the Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

Section 3. Ethics

- A. **Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subagreements, leases, or third party contracts supported with *TransNet* Ordinance assistance. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third party

contractor at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the entity selected for award. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by *TransNet* Ordinance Assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.
 2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subgrantee or impair its objectivity in performing the contract work.
- B. **SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff is specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff is also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. **Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its *TransNet* Ordinance Assistance application for the Project.
- D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project.

Section 4. Amount of Funding Assistance

The Grantee agrees that SANDAG will provide *TransNet* Ordinance Assistance for the Project equal to the smallest of the following amounts: (a) the "Maximum SANDAG Amount Approved" of \$_____, or (b) the amount calculated in accordance with the "Maximum Percentage(s) of SANDAG Participation," which is \$_____. SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the "Maximum SANDAG Amount Awarded" and "Maximum Percentage(s) of SANDAG Participation."

Note to SANDAG Contracts Staff: If grantee did not commit matching funds in the grant application, please delete Section 5, "Matching Funds" from the agreement, and renumber following sections accordingly. Thank you.

Section 5. Matching Funds

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. **Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the *TransNet* Ordinance Assistance awarded, that will assure payment of the actual cost of each Project activity covered by the Agreement for the Project. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. **Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due.
- C. **Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the *TransNet* Ordinance Assistance provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

Section 6. Approved Project Budget

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the *TransNet* Ordinance Assistance awarded for the Project and does not negatively impact the benefits obtained from the Project may be made consistent with applicable laws, regulations, and policies. Prior SANDAG approval is required for transfers of funds from non-construction to construction categories or vice versa or when, in non-construction grants, cumulative transfers of funds between total direct cost categories exceed ten (10) percent of the total budget.

Section 7. Payments

- A. **Grantee's Request for Payment When Matching Funds Are Required.** The Grantee will demonstrate or certify that it will provide adequate matching funds that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of its matching funds for the Project, a Grantee required under the terms of this Agreement to provide matching funds for the Project agrees that it will not:
1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
 2. Take any action that would cause the proportion of *TransNet* Ordinance Assistance made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.
- B. **Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within 30 days if Grantee has complied with the requirements of the Agreement, has satisfied SANDAG that the *TransNet* Ordinance Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with SANDAG Board Policy No. 035 (*Competitive Grant Program Procedures* (Exhibit D)). After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred (or to be incurred in the requisition period), as set forth in the Approved Project Budget for the Project. SANDAG encourages Grantee to use the Sample Invoice template attached hereto as Exhibit E, when submitting invoices to SANDAG. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay retention amounts to Grantee following Grantee's satisfactory completion of work, receipt of Grantee's final invoice and all required documentation.
- C. **Costs Reimbursed.** The Grantee agrees that Project costs eligible for *TransNet* Ordinance Assistance must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs must be:
1. Consistent with the Project Description, the Approved Project Budget, and other provisions of the Agreement,
 2. Necessary in order to accomplish the Project,
 3. Reasonable for the goods or services purchased,
 4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income),
 5. Incurred for work performed after the Effective Date of the Agreement, and following Grantee's receipt of a Notice to Proceed from SANDAG,
 6. Satisfactorily documented,
 7. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for the Grantee, and with accounting principles and procedures approved by the Grantee for its third party contractors and subgrantees, and
 8. Eligible for *TransNet* Ordinance Assistance as part of the EMP.

9. Indirect Costs are only allowable with either: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs must be submitted in accordance with OMB guidelines and approved by SANDAG. Indirect costs will not be reimbursed until one of the two conditions above are satisfied and indirect cost allocation plans must be reviewed and renewed annually.

D. Excluded Costs

1. In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:
 - a. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or Amendment thereto;
 - b. (b) Any cost that is not included in the latest Approved Project Budget;
 - c. Any cost for Project property or services received in connection with a subagreement, lease, third party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG;
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayer Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the *TransNet* Ordinance Assistance requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due SANDAG as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

E. Federal Claims, Excess Payments, Disallowed Costs, including Interest

1. **Grantee's Responsibility to Pay.** Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of *TransNet* Ordinance Assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to SANDAG promptly the amounts owed, including applicable interest, penalties, and administrative charges.

Section 8. Accounting Records

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

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

Section 9. Reporting, Record Retention, and Access

- A. **Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by laws and regulations, policies, this Agreement, and any other reports SANDAG may specify.
- B. **Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and or typewritten hard copy formats as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. **Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.
- D. **Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. **Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. **Quarterly Reports.** It shall be the responsibility of Grantee to advise SANDAG on a quarterly basis of the progress of its work, expenditures incurred, and information regarding whether the Project is projected to comply with the fee payment schedule and Project budget limits. The quarterly progress report shall be submitted in writing to SANDAG. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG and, if applicable, to the satisfaction of any government agency as directed by SANDAG. This may include progress and final reports, plans, specifications, estimates, or other evidence of attainment of this Agreement's objectives, which are requested by SANDAG or the ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including ITOC, to report on its progress and respond to questions.

Section 10. Project Completion, Audit, Settlement, and Closeout

- A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. **Audit of Grantee.** The Grantee agrees to have performed financial and compliance audits SANDAG may require. If performed, these financial and compliance audits must comply with the provisions of OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," the latest OMB A-133 Compliance Supplement for U.S. DOT, and any further revision or supplement thereto. The Grantee also agrees to obtain any other audits required by SANDAG. The Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.
- C. **Performance Audit.** The Grantee agrees to cooperate with SANDAG or the ITOC with regard to any performance audit that is performed pursuant to the *TransNet* Ordinance on the Project.
- D. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and either forwards the final *TransNet* Ordinance Assistance payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

Section 11. Timely Progress and Right of SANDAG to Terminate

- A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule (Exhibit B) and consistent with SANDAG Board Policy No. 035 (*Competitive Grant Program Procedures*). If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of the Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate the Agreement for the Project.
- B. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the *TransNet* Ordinance Assistance to be provided for the Project if the Grantee has violated the terms of this Agreement, or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of *TransNet* Ordinance Assistance for the Project.
- C. In general, termination of *TransNet* Ordinance Assistance for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has misused *TransNet* Ordinance Assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of *TransNet* Ordinance Assistance provided for the Project or any lesser amount as SANDAG may determine.

- D. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of this Agreement for the Project, however, Grantee must request and SANDAG must agree to amend the contract if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee provides documentation that the Project is delayed due to factors external to the control of Grantee.

Section 12. Civil Rights

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies. These include, but are not limited to, the following:

- A. **Nondiscrimination** – The Grantee agrees to comply, and assures the compliance of each subgrantee, lessee, or third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, gender, religion, disability, or national origin under either Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act or the California Fair Employment and Housing Act as amended.
- B. **Equal Employment Opportunity.** Grantee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 13. Ownership of Work Product

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

Section 14. Disputes and Venue

- A. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. **Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:
1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within 10 days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within 10 working days. The decision of the Executive Director will be final and in writing.

2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for mediation with ten days from the postmark of SANDAG's reply. SANDAG shall respond to a request for mediation within thirty (30) calendar days. If SANDAG agrees mediation is appropriate, a mutually-acceptable mediator shall be selected by the parties, and the parties will proceed to mediation of the dispute.
- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

Section 15. Assignment

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement

Section 16. Insurance

Grantee shall procure and maintain during the period of performance of this Agreement, and for 12 months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. **Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
 1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 2. An insurance carrier qualified to do business in California and a policy provision for an agent for service of process in California.
 3. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Each insurance policy shall contain a clause which provides that the policy may not be

canceled without first giving thirty (30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

Section 17. Indemnification and Hold Harmless

- A. **Generally.** With regard to the Grantee's performance in connection with or incidental to the Project, the Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers and employees harmless from and against any and all claims, including, but not limited to, prevailing wages claims against the project, asserted or liability established for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its agents, officers, or employees.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

Section 18. Independent Contractor

- A. **Status of Grantee.** Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.
- B. **Actions on behalf of SANDAG.** Except as SANDAG may specify in writing, 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, unless expressly provided in this Agreement.

Section 19. Integration

This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

Project No. _____

Project Name: _____

Section 20. Severability

If any provision of this Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations.

Section 21. Notice

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

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: Keith Greer

Grantee:
[Grantee's Address]
Attn: [Grantee Project Manager]

and shall be effective upon receipt thereof.

Section 22. Signatures

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

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

SAN DIEGO ASSOCIATION
OF GOVERNMENTS (SANDAG)

[GRANTEE]

GARY L. GALLEGOS
Executive Director

[Full name]
[Title]

APPROVED AS TO FORM:

Office of General Counsel

Project No. _____

Project Name: _____

EXHIBIT A
SCOPE OF WORK

Project Introduction [paragraph]

Task #:

Description [Describe Task]

Deliverables [Describe Deliverables]

Project No. _____

Project Name: _____

EXHIBIT B

PROJECT BUDGET AND SCHEDULE

Grantee agrees to submit invoices to SANDAG on a quarterly basis covering the costs of the work done by Task during that time period. Invoices should include backup material on the matching funds and the requested *TransNet* funds.

PROJECT SCHEDULE and BUDGET

| TASK | NAME | START | END | Matching Funds | <i>TransNet</i> Funds |
|--------------|-------------|--------------|------------|-----------------------|------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| | | | | | |
| Total | | | | | |

**EXHIBIT C
SAMPLE INVOICE**

To: **Keith Greer**
SANDAG
401 "B" Street, Suite 800
San Diego, CA 92101-4231

Grant Number: #####
Project Name: NAME OF GRANT

Grant Invoice Number: # TO
Billing Period: FROM DATE
Invoice Date: DATE

From NAME
ORGANIZATION
ADDRESS

| PROJECT TASK | BEGINNING GRANT MATCHING FUNDS | EXPENDED MATCHING FUNDS | REMAINING MATCHING FUND BALANCE | BEGINNING GRANT BALANCE | PREVIOUS GRANT EXPENDITURE | CURRENT GRANT EXPENDITURES | EXPENDITURE TO DATE | REMAINING GRANT BALANCE |
|-----------------------|--------------------------------|-------------------------|---------------------------------|-------------------------|----------------------------|----------------------------|---------------------|-------------------------|
| 1 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 2 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 5 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 7 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 9 Description of Task | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total: | | | \$ | \$ | \$ | \$ | \$ | \$ |

| | |
|--------------------------------|----|
| Total Current Expenditures: | \$ |
| Previous 10% Withheld: | \$ |
| Total Amount Due this Invoice: | \$ |

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the arrangement of the grant and are consistent with the amounts evidenced by supporting documents and expenditures.

Signature _____ Printed Name and Title _____ Date _____

Deliverables: Summary of Deliverables Provided with Invoice

EXHIBIT D

SAMPLE RESOLUTION

RESOLUTION NO. **Insert Text**

AUTHORIZING AN APPLICATION FOR
ENVIRONMENTAL MITIGATION LAND MANAGEMENT GRANT FUNDS TO
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
FOR **PROJECT NAME**, COMMITTING TO PROVIDE MATCHING FUNDS, and AUTHORIZING STAFF TO ACCEPT GRANT
FUNDS AND EXECUTE GRANT AGREEMENT

Whereas, in November 2004, the voters of San Diego County approved SANDAG Ordinance 04-01, which extended the *TransNet* ½ cent sales and use tax through 2048 (*TransNet* Ordinance); and

Whereas, the *TransNet* Extension Ordinance contains provisions for the creation of an Environmental Mitigation Program (EMP), which began being funded by the *TransNet* Ordinance on April 1, 2008; and

Whereas, in March 2011, SANDAG issued its third Call for Projects from entities wishing to apply for a portion of the EMP funds for use on environmental land management projects meeting certain criteria; and

WHEREAS, **Name of Organization** wishes to receive **\$Insert Amount** in EMP Grant funds for the following project:
Project Name; and

WHEREAS, **Name of Organization** understands that the EMP Grant funding is fixed at the programmed amount, and therefore project cost increases which exceed the grant awarded will be the sole responsibility of the grantee.

NOW, THEREFORE, BE IT RESOLVED by **Governing Board Name** that **Name of Organization** is authorized to submit an application to SANDAG for **Name of the Grant Program** funding in the amount of **\$Insert Amount** for **Project Name**; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund **Project Name**, **Governing Board** commits to providing **\$Insert Amount Even if Zero** of matching funds and/or in-kind contributions as set forth in its grant application and authorizes **Name of Organization** staff to accept the grant funds and execute the grant agreement included in the March 2011 Call for Projects with SANDAG.

PASSED AND ADOPTED by **Name of Organization's Governing Board** this **Insert Date** of **Insert Month** and **Year**.

Ayes: _____
Nays: _____
Absent/Abstention: _____

Signature of Governing Board's Chair/Director

ATTEST:

Clerk or Secretary of the Governing Board of Name of Organization

Project No. _____

Project Name: _____

NOTE TO GRANT APPLICANT: THIS SAMPLE RESOLUTION SATISFIES THE REQUIREMENTS OF SANDAG BOARD POLICY NO. 035, SECTIONS 4.1.1 AND 4.1.2.

FAILURE TO SUBMIT A RESOLUTION THAT INCLUDES THE PROVISIONS FROM SECTION 4.1.1 AND 4.1.2 OF SANDAG'S BOARD POLICY NO. 035 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. BOARD LETTERS, MINUTE ORDERS, MEETING MINUTES OR ANY OTHER DOCUMENT THAT IS NOT A RESOLUTION, WILL NOT SATISFY SECTION 4.1.1 AND 4.1.2 OF BOARD POLICY NO. 035.

PLEASE DELETE THESE THREE HIGHLIGHTED PARAGRAPHS BEFORE PRESENTING THIS RESOLUTION TO YOUR GOVERNING BODY. THANK YOU.

EXHIBIT E
SANDAG BOARD POLICY NO. 035



BOARD POLICY NO. 035

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to the following grant programs administered through SANDAG, whether from *TransNet* or another source: Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Job Access Reverse Commute, New Freedom, and Section 5310 Elderly & Persons with Disabilities Transportation 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