



**AGREEMENT FOR  
iCOMMUTE BIKE MONTH MINI GRANT PROGRAM**

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THIS Agreement for iCommute Bike Month Mini Grant Program ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the San Diego Association of Governments ("SANDAG") and the Grant Recipient ("Grantee")

Title of Activity ("Project"): \_\_\_\_\_  
Objectives: \_\_\_\_\_  
Location: \_\_\_\_\_ Date(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Tax I.D. No.: \_\_\_\_\_

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

**I. TERMS AND CONDITIONS:**

**A. Term**

The term of this Agreement shall commence immediately upon the effective date written on the top of this Agreement. This Agreement shall remain in effect until the Project is completed or July 31, 2015, 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 iCommute Bike Month Mini Grant Program funding for the Project. SANDAG agrees to provide support for, the named activity by a grant in the amount of \$\_\_\_\_\_.

**C. Project Implementation and Oversight**

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

the term of this Agreement, except as otherwise specifically provided, as an independent contractor.

**D. Insurance**

Grantee shall procure and maintain for the duration of this Grant, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Grantee, its agents, representatives, or employees. Insurance coverage shall meet or exceed the following minimums:

|   |                               |
|---|-------------------------------|
| Commercial General Liability (per occurrence) | \$100,000                     |
| Commercial General Liability (aggregate)      | \$100,000                     |
| Workers' Compensation Employer's Liability    | In the amount required by law |

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

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

**F. Project Schedule and Payments**

The Grantee agrees to complete the Project according to the Project Schedule below. The schedule may be amended if agreed by both parties, and without a formal amendment. Within 30 calendar days following project completion, the Grantee agrees to submit a final certification of project expenses and final report. By submitting any accrued but unpaid subcontractor costs for reimbursement, Grantee agrees that, within ten days of receipt of reimbursement by SANDAG, the full amount submitted as a reimbursable accrued subcontractor cost shall be paid to the subcontractor. Payments shall be subject to review by SANDAG for compliance with the requirements of this Agreement, and payment may be withheld if Grantee is not in compliance with the Agreement.

**G. 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.

**H. Project Schedule**

| Project Milestone |                        | Completion Deadlines           |
|-------------------|------------------------|--------------------------------|
| 1.                | Project Implementation | April 1, 2015 to June 30, 2015 |
| 2.                | Project Completion     | June 30, 2015                  |
| 3.                | Final Report Due       | July 31, 2015                  |

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

Grantee agrees to abide by all requirements of applicable and relevant laws or regulations, and will ensure that the Project complies with the eligibility requirements and ineligibility prohibitions for the Project as set forth in the Request for Grant Applications.

**J. Deliverables and Records**

Grantee agrees that all deliverables it provides to SANDAG, including photos, shall be owned by SANDAG and shall be free from third party ownership claims. Grantee shall maintain complete and accurate records with respect to allowable costs incurred under this Agreement. 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 SANDAG, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers, or records of Grantee that are related to this Agreement.

**K. Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by email or mailed via first class mail to the below listed addresses:

San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101  
Attention: Antoinette Meier  
Phone: (619) 699-7381  
Email: antoinette.meier@sandag.org

Grantee:

Attention:

Phone:

Email:

and shall be effective upon receipt thereof.

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

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**Signature**

**Date**

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**Signature**

**Date**

**City Signature Page  
for iCommute Bike Month Mini-Grant Program Agreement between  
City of Chula Vista and  
SANDAG**

IN WITNESS WHEREOF, City and SANDAG have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

City of Chula Vista

By: \_\_\_\_\_  
Mary Casillas Salas, Mayor

Attest:

\_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

\_\_\_\_\_  
Glen R. Googins, City Attorney