MEETING NOTICE
AND AGENDA

ACTIVE TRANSPORTATION WORKING GROUP
The Active Transportation Working Group may take action on any item appearing on this agenda.

Thursday, December 11, 2014
10 a.m. to 12 Noon
SANDAG Board Room
401 B Street, Suite 800
San Diego, CA 92101-4231

Staff Contact: Chris Kluth
(619) 699-1952
chris.kluth@sandag.org

AGENDA HIGHLIGHTS

• BIKE MONTH MINI GRANT PROGRAM
• SMART GROWTH AND ACTIVE TRANSPORTATION GRANT PROGRAMS

SANDAG offices are accessible by public transit.
Phone 511 or see www.511sd.com for route information.
Secure bicycle parking is available in the building garage off Fourth Avenue.

In compliance with the Americans with Disabilities Act (ADA), SANDAG will accommodate persons who require assistance in order to participate in SANDAG meetings. If such assistance is required, please contact SANDAG at (619) 699-1900 at least 72 hours in advance of the meeting.

To request this document or related reports in an alternative format, please call (619) 699-1900, (619) 699-1904 (TTY), or fax (619) 699-1905.
1. INTRODUCTIONS

2. PUBLIC COMMENTS AND COMMUNICATIONS

Members of the public shall have the opportunity to address the Active Transportation Working Group (ATWG) on any issue within the jurisdiction of SANDAG that is not on this agenda. Anyone desiring to speak shall reserve time by completing a “Request to Speak” form and giving it to the ATWG coordinator prior to speaking. Public speakers should notify the ATWG coordinator if they have a handout for distribution to ATWG members. Public speakers are limited to three minutes or less per person. ATWG members also may provide information and announcements under this agenda item.

+3. APPROVAL OF MEETING MINUTES

The ATWG is asked to review and approve the minutes from its October 9, 2014, meeting.

REPORTS

4. CALTRANS DISTRICT 11 UPDATE (Seth Cutter, Caltrans)

Caltrans staff will provide the Working Group with a synopsis of recent bicycle and pedestrian planning efforts.

5. iCOMMUTE UPDATE (Antoinette Meier)

iCommute is the Transportation Demand Management division of SANDAG, with a focus on reducing single occupancy vehicle trips. This update will include a recap of Rideshare Month and Walk, Ride, and Roll to School activities.

+6. BIKE MONTH MINI GRANT PROGRAM (Antoinette Meier)

In support of National Bike Month and Bike to Work 2015, the SANDAG iCommute Program will launch a new Mini Grant Program that will award up to $3,000 to qualifying local government agencies, community-based and nonprofit organizations, and education institutions for programs or projects that educate and encourage bicycling as a viable transportation choice. A total of $30,000 in grant funding will be available. Staff will provide an overview of the Mini Grant Program, eligibility criteria, and grant schedule.
7. SMART GROWTH AND ACTIVE TRANSPORTATION GRANT PROGRAMS (Carolina Gregor)  

The SANDAG Board of Directors is scheduled to approve the call for projects for both the Smart Growth Incentive Program and Active Transportation Grant Program on December 19, 2014. An application workshop is scheduled for January 8, 2015.  

Est. time 10:45-11:05 a.m.  

8. REGIONAL BICYCLE/PEDESTRIAN COUNTER NETWORK (Dan Gallagher)  

Funded through a series of grants from the Centers for Disease Control and Prevention, the San Diego Region has developed one of the largest networks of bicycle and pedestrian counters in the nation.  

Est. time 11:05-11:20 a.m.  

9. REGIONAL BICYCLE PLAN EARLY ACTION PROGRAM: STATUS UPDATE (Chris Kluth and Bridget Enderle)  

Numerous projects in the Regional Bike Plan Early Action Program are underway. Several key high-priority projects have recently completed the planning phase and are entering into the preliminary engineering and environmental stages. This month, Bridget Enderle, Project Manager for the North Park - Mid-City Bikeway, will provide a project overview and status update. Regional bikeway project information can be found at www.keepsandiegomoving.com.  

Est. time 11:20-11:50 a.m.  

10. ADJOURNMENT AND NEXT MEETING  

The next ATWG meeting will be on Thursday, February 12, 2015.  

+ next to an agenda item indicates an attachment
The meeting of the Active Transportation Working Group (ATWG) was called to order by Kathleen Ferrier at 10 a.m.

1. INTRODUCTIONS

Self-introductions were conducted.

2. AUGUST 14, 2014, MEETING MINUTES (APPROVE)

ATWG members were asked to review and approve the minutes for the August 24, 2014, meeting.

Action: Upon a motion by Howard LaGrange (City of Oceanside) and a second by Everett Hauser (County of San Diego), the August 24, 2014, ATWG minutes were approved unanimously.

Yes: Tom Adler (City of Chula Vista), Mariah VanZerr (City of Coronado), Ed Deane (City of Encinitas), Ali Shahzad (City of Escondido), Misty Thompson (City of La Mesa), David DeVries (City of Lemon Grove), Howard LaGrange (City of Oceanside), Maureen Gardiner (City of San Diego), Minjie Mei (City of Santee), Everett Hauser (San Diego County), Kathleen Ferrier (Chair), Nicole Burgess (BikeSD), Andy Hanshaw (San Diego County Bicycle Coalition), Andy Hamilton (Air Pollution Control District), Don Varley (MTS), Sherry Ryan (Public Health Stakeholders Working Group), and Kristine Schindler (San Diego Safe Routes to School Coalition).

No: None.

Abstain: None.

Absent: City of Carlsbad, City of Del Mar, City of El Cajon, City of Imperial Beach, City of National City, City of Poway, City of San Marcos, City of Solana Beach, City of Vista, Caltrans, Civic San Diego, and North County Transit District.
CONSENT

3. PUBLIC COMMENTS AND COMMUNICATIONS (INFORMATION)

Andy Hanshaw (San Diego County Bicycle Coalition) announced that Governor Jerry Brown signed into law the Three Feet for Safety Act, which requires that motorists provide a three-foot buffer when passing bicyclists. Mr. Hanshaw also announced that the Governor signed the Protected Bikeways Act, which supports the use of safer facility treatments, such as cycle tracks, by local jurisdictions. In addition, Mr. Hanshaw informed the Working Group that the next CicloSDías event will take place on November 9, 2014, in Hillcrest.

Kathleen Ferrier (ATWG Chair) encouraged Working Group members to visit www.ciclosdias.org for information about CicloSDías and consider volunteering at the event.

Nicole Burgess (Bike SD) commended various bicycle and pedestrian facility improvements that had taken place in the Cities of Imperial Beach, National City, Solana Beach, Santee, and San Diego.

REPORTS

4. CALTRANS DISTRICT 11 UPDATE (INFORMATION)

This item was cancelled.

5. iCOMMUTE UPDATE (INFORMATION)

Maria Filippelli (SANDAG) provided an overview of two major campaigns taking place during the month of October to promote the use of alternative modes of transportation: Ride Share Week and Walk, Ride, and Roll to School. Ms. Filippelli informed that over 50 organizations, including Caltrans and several local jurisdictions, participated in Ride Share Week, and 53 schools participated the International Walk, Ride, and Roll to School Day.

The Working Group expressed support over the growing number of participants and increased media coverage for these two campaigns. Working Group members provided feedback that creating a more user-friendly website and developing a mobile application for logging trips are important to encouraging more people to track trips. Ms. Filippelli responded that efforts to enhance the trip tracking system are underway.

10. REGIONAL DESIGN GUIDELINES FOR BICYCLE WAYFINDING SIGNAGE (INFORMATION)

The agenda was reordered to present Item No. 10 earlier during the meeting. Bridget Enderle (SANDAG) provided an overview of the agency’s effort to develop regional design guidelines for bicycle wayfinding. The design guidelines will primarily serve as a guiding document for regional bike projects, but will include guidance for local projects as well. Currently, staff is conducting the existing conditions analysis. Ms. Enderle solicited input from the Working Group for potential sites to examine and individuals to contact in the analysis. Ms. Enderle requested that suggestions be sent to her at bridget.enderle@sandag.org. The final guidelines will be available by the end of summer 2015, and updates will be presented to the Working Group.
Working Group members encouraged staff to consider consistency with state and federal bicycle numbering systems and encouraged the development of regional pedestrian wayfinding signage as well.

6. **SAN DIEGO FORWARD: THE REGIONAL PLAN: PREFERRED REVENUE CONSTRAINED TRANSPORTATION SCENARIO (DISCUSSION)**

Phil Trom (SANDAG) informed that on September 12, 2014, the SANDAG Board of Directors accepted a preferred alternative to guide the development of San Diego Forward: The Regional Plan. Mr. Trom provided an overview of the preferred alternative, which incorporates a variety of transit, managed lane, and active transportation investments.

The Working Group supported the development of a strong transit network and expressed the importance of Safe Routes to Transit (SRTT) retrofit projects. Mr. Trom responded that SRTT retrofit projects had been considered in the unconstrained network, but funding sources still need to be identified to support their implementation for inclusion in a revenue constrained network.

7. **DRAFT REGIONAL COMPLETE STREETS POLICY (RECOMMEND)**

Stephan Vance (SANDAG) provided an overview of the Draft Regional Complete Streets Policy (Policy), which supports the agency's goals to provide mobility choices and encourage smart growth development and sustainability. The Policy will apply to SANDAG regional transportation projects and ensure that the needs of all users are considered during all phases of a project. As a part of the Policy, SANDAG also will provide technical assistance to jurisdictions on complete streets and best practices. Board approval of the Policy is scheduled for December 2014. Implementation actions will then be incorporated into the agency's budget for Fiscal Year 2016.

The Working Group expressed support for the Policy and its implementation actions. Working Group members did express concern regarding the exceptions allowed under the Policy, and requested that staff present an annual updates on any exceptions. Working Group members also expressed the need for adequate metrics to track the effectiveness of the policy.

8. **INTERSTATE 8 CORRIDOR STUDY PROJECT OVERVIEW (INFORMATION)**

Scott Strelecki (SANDAG) and Christine Eary (SANDAG) provided an overview of the Interstate 8 (I-8) Corridor Study. The study provides a multimodal analysis of the I-8 corridor within the City of San Diego and is expected to be complete by winter 2015.

The Working Group expressed that Mission Valley is inaccessible for alternative modes and key bike connections, such as Fairmount Avenue, can be very dangerous. Staff responded that metrics will be used to prioritize and phase facility improvements as funding becomes available.

The Working Group requested that draft concepts from the study be presented at a future time. In addition, the Working Group requested an update regarding the Interstate 15 Bus Rapid Transit Study be presented at a future time.
9. REGIONAL BICYCLE PLAN EARLY ACTION PROGRAM: STATUS UPDATE (INFORMATION)

Chris Kluth (SANDAG) provided an overview of online tools for tracking the progress of the Regional Bicycle Plan Early Action Program and other TransNet-funded projects. Mr. Kluth encouraged Working Group members and interested parties to visit www.keepsandiegomoving.com to view schedules, budgets, workshops, etc., for all projects that are underway. Mr. Kluth solicited input from the Working Group for potential projects to conduct a more detailed demonstration of the tracking tools at a future meeting. The Working Group suggested the Inland Rail Trail and an urban bikeway project.

10. REGIONAL DESIGN GUIDELINES FOR BICYCLE WAYFINDING SIGNAGE (INFORMATION)

Due to the re-ordering of the agenda, this item was presented earlier in the meeting.

11. ADJOURNMENT

Kathleen Ferrier (Chair) adjourned the meeting at 12:05 p.m.
iCOMMUTe BIKE MONTH MINI GRANT PROGRAM

Introduction

In support of National Bike Month and Bike to Work 2015, the SANDAG iCommute Program will award grants of up to $3,000 to local government agencies, community-based and nonprofit organizations, and education institutions for programs or projects that educate and encourage bicycling as a viable transportation choice. A total of $30,000 in grant funding is available.

Discussion

The purpose of the new iCommute Bike Month Mini Grant Program (grant) is to encourage community-based events and activities that educate, promote, and raise awareness about the benefits of riding a bike. Grant-funded projects must be completed between April 1, 2015, and June 30, 2015, to coincide with National Bike Month in May. A variety of projects and activities are eligible. For example, an organization could:

- Host community rides, bike scavenger hunts, or guided bike tours of historic sites or other interesting locations
- Host bike rodeos and safety obstacle courses for kids
- Offer bike education classes related to bike maintenance and safety
- Host events that open city streets to bicycles
- Host “Bike-in Movies”
- Coordinate “Bike to Business” promotions in a neighborhood business district
- Organize local “Bike to Work Day” or “Bike to School Day” events
- Hold campaigns or contests that promote bicycle riding
- Offer a bike valet at community events
- Other exciting bicycling-related events and activities that you dream up – be creative!

Eligible Applicants include:

- Nonprofit organizations
- Community-based organizations
- Educational institutions
- Business Improvement Districts, Main Street Associations or Chambers of Commerce
- Government organizations
The “Request for Grant Applications for the iCommute Bike Month Mini Grant Program” (Attachment 1) details grant eligibility criteria, application requirements, evaluation and selection process, and reporting requirements. Applications will be accepted until 5 p.m. PST on January 30, 2015, and will be evaluated and awarded on a first come first serve basis while funding is available.

Attachment: 1. Request for Grant Applications for iCommute Bike Month Mini Grant Program

Key Staff Contact: Antoinette Meier, (619) 699-7381, antoinette.meier@sandag.org
Request For Grant Applications

For

iCOMMUTE BIKE MONTH MINI GRANT PROGRAM

Applications Deadline:

5 p.m.

January 30, 2015

(Submit an application electronically between December 2, 2014, and January 30, 2015 at: antoinette.meier@sandag.org)
REQUEST FOR GRANT APPLICATIONS
FOR
iCOMMUTE BIKE MONTH MINI GRANT PROGRAM

I. INTRODUCTION

The San Diego Association of Governments (SANDAG) is requesting submittal of applications for the iCommute Bike Month Mini Grant Program. This Request for Grant Applications (RGA) describes the eligibility requirements of the program, the project schedule, the grant application evaluation process, and the minimum information that must be included in the application.

II. PROGRAM OVERVIEW

In support of National Bike Month and Bike to Work 2015, the SANDAG iCommute program will award grants of up to $3,000 to local government agencies, community-based and nonprofit organizations, and education institutions for programs or projects that educate and encourage bicycling as a viable transportation choice. A total of $30,000 in grant funding is available.

III. ELIGIBLE APPLICANTS

• Nonprofit organizations
• Community-based organizations
• Educational institutions
• Business Improvement Districts, Main Street Associations, or Chambers of Commerce
• Government organizations

IV. ELIGIBLE PROGRAMS/PROJECTS

Bike Month Mini Grants can be used in a variety of ways that educate, promote, and raise awareness about the benefits of riding a bike. Examples of the programs/projects include, but are not limited to:

• Host community rides, bike scavenger hunts, or guided bike tours of historic sites or other interesting locations
• Host bike rodeos and safety obstacle courses for kids
• Offer bike education classes related to bike maintenance and safety
• Host CicloSDías type events that open city streets to bicycles
• Host “Bike-in Movies”
• Coordinate “Bike to Business” promotions in a neighborhood business district
• Organize local “Bike to Work Day” or “Bike to School Day” events
• Hold campaigns or contests that promote bicycle riding
• Offer a bike valet at community events
• Other exciting bicycling related events and activities that you dream up – be creative!
V. **ELIGIBLE EXPENSES**

- Event expenses such as permits and supplies
- Marketing and advertising expenses related to producing, placement, and printing of promotional materials
- Incentives or prizes for contests that promote bicycling

VI. **INELIGIBLE ACTIVITIES AND EXPENSES**

- Staff salaries
- Timed bike races
- Infrastructure or capital projects
- Fundraising events
- Political campaigns
- Cash prizes
- Tobacco, alcohol, and firearms
- Religious activities

VII. **THRESHOLD REQUIREMENTS**

Applications must meet the threshold requirements below.

A. **Eligibility Criteria**

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

1. Applicants must be located in San Diego County and be one of the eligible grantee types listed in Section III of this RGA. The organization’s application must be signed by an authorized representative such as the director, president, chief executive officer, or city manager.

2. Only one grant application can be submitted per organization.

3. The event or activity must be held sometime between April 1, 2015, and June 30, 2015.

4. The application must include a detailed project budget and a clear description of how funding will be used using the project budget table in Attachment B to this RGA.

5. The application must demonstrate a direct connection between the proposed activities and the grant program’s goal to educate and encourage bicycling. A plan for measuring outcomes must be included in the proposal.

6. The project activities must illustrate their reach to the entire project area and describe the effort that will be made to reach low-income and minority communities within the project area.
7. The Project should demonstrate creativity and appeal to a broad audience - particularly audiences that might not have experience bicycling.

8. The Project must be feasible and reasonable to carry out within the proposed budget, timeline, and staff resources.

9. Events must be free and open to the public.

10. Events must not have political, religious, or discriminatory themes or partners associated with them.

11. Applicant must be willing to execute an Agreement for iCommute Bike Month Mini Grant Program in the same form as attached to this RGA within the timelines noted in this RGA.

B. Methodology

The Project applicant must respond to the following questions.

1. How will your organization use the funds if awarded a Bike Month Mini Grant? Please specify how much advance planning your program/project will require after notifications of grant awards are made.

2. How will the Project advance the grant program’s goal to educate and encourage bicycling for any type of trip? Please address any opportunities your program/project will have to support Bike Month participation, either building up to it or capitalizing on momentum and awareness after Bike Month has ended.

3. How will this Project be promoted to ensure broad participation? How many individuals do you anticipate will be affected by this Project? What demographic groups will benefit from the Project?

4. How will you define project success? Describe how project outcomes will be measured.

VIII. REPORTING REQUIREMENTS

Upon the Project’s completion, the recipient will provide SANDAG with a brief evaluation that summarizes the Project to include:

A. Description of the Project’s activities, challenges, successes, and participation rates.

B. At least 15 digital photos that represent each of the activities of the funded project.

C. Copies of all promotional materials developed for the Project.

1. Promotional materials funded by the Project must include the iCommute and Bike to Work logos provided by SANDAG, and must be approved by SANDAG prior to publication and distribution.

D. Press releases or other media materials used to promote the event or activity.

1. Social media posts can highlight funding from @SANDAG, #iCommuteSD, and supporting #BiketoWorkSD.
IX. PAYMENTS OF GRANT FUNDS

Work done prior to the date of a fully executed Agreement will not be funded. Funds will not be disbursed until an Agreement has been approved and fully executed by SANDAG and the grant recipient and the Project is complete.

X. APPLICATION SUBMITTAL INSTRUCTIONS

A. The application shall be limited to five pages, inclusive of required forms.

B. The application shall address the Threshold Requirements (Section VII above) and how the proposed program/project achieves the grant objectives.

C. The complete application shall be submitted to SANDAG between December 2, 2014, and January 30, 2015 by 5 p.m. Pacific Standard Time (PST), by email to Antoinette Meier at antoinette.meier@sandag.org.

D. All questions relating to this request for applications can be directed to:

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

XI. EVALUATION AND SELECTION PROCESS

Applications will not be accepted after 5 p.m. PST on Friday, January 30, 2015. All information submitted in the application package provides the grant review committee a basis for evaluation. Each applicant should demonstrate how effectively its application meets the Threshold Requirements (Section VII) and program goal. Eligible applications receiving between 75 and 100 points will be considered for funding. Projects will receive funding in the order of their respective rankings until all funding has been allocated or no applications scoring above 75 points remain.

Eligible applications will be scored on the following areas:

<table>
<thead>
<tr>
<th>Evaluation Factor</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization’s experience and capacity for carrying out the Project</td>
<td>30</td>
</tr>
<tr>
<td>Methodology and approach to Project</td>
<td>30</td>
</tr>
<tr>
<td>Project budget</td>
<td>30</td>
</tr>
<tr>
<td>Quality, comprehensiveness, and reasonableness of the application submitted</td>
<td>10</td>
</tr>
</tbody>
</table>

Total Available Points 100
XII. GRANT PROGRAM TIMELINE

Grant applications received after the application due date will not be accepted. Key dates for the grant process include:

<table>
<thead>
<tr>
<th>Grant Process</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RGAs</td>
<td>December 2, 2014</td>
</tr>
<tr>
<td>Grant applications due to SANDAG</td>
<td>December 2, 2014 to January 30, 2015</td>
</tr>
<tr>
<td>Grant applications review</td>
<td>December 2, 2014, to January 30, 2015</td>
</tr>
<tr>
<td>Grant awards and notifications</td>
<td>By February 13, 2015</td>
</tr>
<tr>
<td>Approval of grant agreements</td>
<td>February, 2015</td>
</tr>
<tr>
<td>Final list of grant projects</td>
<td>March, 2015</td>
</tr>
<tr>
<td>Project start date</td>
<td>April 1, 2015</td>
</tr>
<tr>
<td>Project completion date</td>
<td>June 30, 2015</td>
</tr>
<tr>
<td>Final report due date</td>
<td>July 31, 2015</td>
</tr>
</tbody>
</table>

XIII. SPECIAL CONDITIONS

A. Reservations

This RGA does not commit SANDAG to award a contract, to defray any costs incurred in the preparation of an application pursuant to this RGA, or to procure or contract for work. SANDAG may reject proposals without providing the reason(s) underlying the declination. A failure to award a contract to the lowest bidders will not result in a cause of action against SANDAG.

B. Public Records

All proposals submitted in response to this RGA become the property of SANDAG and public records and, as such, may be subject to public review.

C. Right to Cancel

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

D. Additional Information

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

E. Grant Agreement

The selected grant recipients will be required to sign an “Agreement for iCommute Bike Month Mini Grant Program,” and to provide the insurance certificates and all other required documentation prior to the contract execution. Successful applicants who are offered a grant award will be given no more than 30 days to execute the Agreement for iCommute Bike Month Mini Grant Program. Applicants failing to execute the Agreement within 30 days shall forfeit their award and SANDAG may award the funding to another applicant at its discretion.
F. Insurance Requirements

Applicants will be required to provide proof of insurance. The required insurance certificates (or proof of self-insurance for public entities) must comply with all requirements shown below and must be provided prior to contract execution.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability (per occurrence)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Commercial General Liability (aggregate)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Workers’ Compensation Employer’s Liability</td>
<td>In the amount required by law</td>
</tr>
</tbody>
</table>

XIV. OWNERSHIP OF WORK PRODUCT

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

XV. PROTESTS

SANDAG protest procedures may be obtained from Janet Yeh by emailing her at janet.yeh@sandag.org.

XVI. INCORPORATION OF ATTACHMENTS

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

- RGA Attachment A– Project Summary
- RGA Attachment B– Project Budget Estimate Form
- RGA Attachment C– Sample Grant Agreement
I. PROJECT SUMMARY

A. Program/Project Title: 

B. Program/Project Applicant: 

(Provide the name and address of the organization)

C. Primary Contact: 

(Provide the name, title, mailing address, phone number, fax number, email, and role on the project)

D. Program/Project Description: 

(Describe the program/project goals, location, scope, and elements to be funded by the iCommute Bike Month Mini Grant fund.)

E. Description of Applicant and Assigned Staff: 

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

F. Proposed Methodology: 

(Provide the information requested and respond to the questions asked in the Section VI.B.)
G. Project Budget Estimate:

(Provide a clear description of how funding will be used. Describe the approach for generating such estimate that can be relied upon for sound decision-making.)
**Project Budget:**

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

<table>
<thead>
<tr>
<th>LIST OF EXPENSES</th>
<th>ESTIMATED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
THIS Agreement for iCommute Bike Month Mini Grant Program [AGREEMENT NUMBER] ("Agreement") is made this [Day] day of [Month], [Year], by and between the San Diego Association of Governments ("SANDAG") and the Grant Recipient ("Grantee") Name of Organization

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:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability (per occurrence)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Commercial General Liability (aggregate)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Workers' Compensation Employer's Liability</td>
<td>In the amount required by law</td>
</tr>
</tbody>
</table>

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 10 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**

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>Completion Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Implementation</td>
<td>April 1, 2015 to June 30, 2015</td>
</tr>
<tr>
<td>2. Project Completion</td>
<td>June 30, 2015</td>
</tr>
</tbody>
</table>

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

and shall be effective upon receipt thereof.

This Agreement sets forth all of the terms and conditions for the Agreement between 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

[NAME OF ORGANIZATION]

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Title]</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Title]</td>
<td></td>
</tr>
</tbody>
</table>