



- Ron Cunningham
- Executive Director
- Bike Florida
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James K. Scholl
City Manager
City of Key West
P.O. Box 1409
Key West, Fl., 33041

April 6, 2016

Mr. Scholl: Congratulations once again on Key West's successful application for Bike Florida's inaugural \$25,000 Share The Road Challenge Grant. This letter will serve to formalize the grant agreement between Bike Florida Inc. and the City of Key West. Upon your signature, Bike Florida will release the first of four quarterly grant disbursements of \$6,250.00 per quarter.

As this Challenge Grant is funded entirely through the sale of Florida Share The Road license tags, the City of Key West agrees:

1. That the Share The Road License Tag logo will appear on all City-produced maps, brochures and promotional and outreach materials and social media and web-based education and awareness content that are partially or wholly funded by Challenge Grant funds.
2. That a link to ShareTheRoad.org - where information about how to purchase Share The Road license tags can be found - be included on any City of Key West bicycle safety and education web site that is partially or wholly funded through Challenge Grant funds.
3. That the Bike Florida logo will appear on all City of Key West-produced maps, brochures and promotional and outreach materials as well as social media and web-based education and awareness campaigns that are partially or wholly funded by Key West's Challenge Grant funds.
4. That Bike Florida has the right to pre-review any bicycle education, safety or promotional materials that bear the Share The Road or Bike Florida logo.

In addition to the above stipulations, the City of Key West also agrees to:

1. Provide a 1:1 match to Share The Road Challenge Grant funds. At least 75 percent of the City's match must be in cash. The remaining 25 percent may be in the form of in-kind donated services and supplies.
2. Measure and report to Bike Florida project outcomes through June 30, 2019.
3. Provide a quarterly report to Bike Florida on the progress of Key West's proposed work plan, as outlined in the grant application. Any proposed changes to the work plan as outlined in the grant application must be mutually agreed to by both Bike Florida and the City of Key West.

General Provisions

In addition to the terms of award stated elsewhere in this letter, the City of Key West agrees:

- To notify Bike Florida immediately of any changes in its legal status, including changes in its tax-exempt status, and of any changes in executive staff or key staff responsible for achieving the grant purposes.

· That the activities described in this agreement and the associated funding application in no way create an agency relationship between Bike Florida and the City of Key West or any other person, organization, or entity collaborating in the proposed project; nor do the activities described in this agreement make Bike Florida in any way responsible for the actions or inactions of the City of Key West or any other person, organization, or entity collaborating in the proposed project.

· This agreement is between Bike Florida and the City of Key West only and does not vest any rights in any other person, organization, or entity, who shall not be considered intended third party beneficiaries of this agreement.

To the extent authorized by law, the City of Key West hereby agrees to defend, indemnify, and hold harmless Bike Florida from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the City of Key West or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the City of Key West will have no further obligation to defend or hold harmless Bike Florida in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes.

Bike Florida acknowledges that indemnification by the City of Key West may be unenforceable under Florida law, and that the City of Key West does not waive any legal defense based on the unenforceability of such indemnification position.

· This agreement, consisting of both sides of this letter countersigned by the parties, constitutes the entire agreement between the parties with respect to Bike Florida's 2016 funding award to the City of Key West.



4/6/2016

Ron Cunningham.
Executive Director.
Bike Florida.

James K. Scholl
City Manager
City of Key West