



THE DEVOU GOOD FOUNDATION

ACTIVE TRANSPORTATION FUND APPLICATION AGREEMENT

PROJECT NAME: _____

THIS ACTIVE TRANSPORTATION FUND APPLICATION AGREEMENT (this "Agreement"), dated _____, _____ is between THE DEVOU GOOD FOUNDATION ("DGF"), also known as the Devou Good Project, Inc. a nonprofit organization, and _____ (the "Applicant") with a Federal Tax I.D. Number of _____ (separately referred to as "Party", collectively "Parties").

WHEREAS, Applicant desires to procure additional funding for transportation projects such as bike lanes, trails and Vision Zero improvements ("Transportation Projects") from DGF's Active Transportation Fund.

WHEREAS, Applicant does not have an applicable local program that will match federal funding grants for Transportation Projects.

WHEREAS, DGF desires to review Applicant's submissions including any letters of interest or applications ("Submissions") to determine if the Applicant meets the requirements to be granted funding from the Active Transportation Fund.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the Applicant to send Submissions to DGF in order for DGF to review and determine whether to grant funding through DGF and the Active Transportation Fund.
2. Eligible Applicants. Applicant agrees that it is a non-profit organization in good standing with all applicable laws and government agencies, and the organization focuses on bicycling, active transportation, or community development or a city or county agency working locally.
3. Geographic Area. Applicant certifies that it is seeking funding for a project located only in the following counties: Hamilton County, Ohio; Kenton County, Kentucky; Boone County, Kentucky; or Campbell County, Kentucky.
4. Eligible Projects. Applicant further certifies that the funding request is for a specific project only and guarantees it is requesting funds only for engineering and design work, construction costs including materials, labor, and equipment rental, and reasonable volunteer support costs. Applicant certifies that it is requesting funding for the following types of projects:
 - A. Infrastructure projects such as (1) bike paths, lanes, trails, and bridges; (2) off-road trails that can be used to connect neighborhoods; (3) infrastructure to slow traffic in neighborhoods creating safe, walkable, and bikeable neighborhoods; and (4) end-of-trip facilities such as bike racks, bike parking, bike repair stations, and bike storage.

- B. Advocacy projects such as (1) programs that transform city streets; (2) campaigns to increase the investment in bicycle infrastructure; and (3) Vision Zero awareness campaigns and grass roots organizing.
- 5. Non-Eligible Projects. Applicant agrees that it is not seeking funding for feasibility studies, master plans, policy documents, litigation, radar speed signs, parking lots for motorized vehicles, or designs not adhering to NACTO street design guidelines.
- 6. Funding Limitations. Applicant agrees that it will not request funding over \$500,000 to match local, state, and federal grants. In addition, Applicant agrees that it is not requesting funding which would amount to Fifty percent (50%) or more of the project budget on projects larger than Two Hundred Thousand Dollars (\$200,000)
- 7. DGF Duties: IDGF agrees to review Applicant's Submissions and determine whether DGF will provide funding to the Applicant. DGF agrees to review and evaluate Submissions based on the following criteria:
 - A. Project quality such as the project's scope, applicant's ability to complete the project successfully, resources available, alignment between community need and project response, thoughtfulness in location and purpose, and connectivity between residential and commercial centers.
 - B. Measurement and evaluation such as measurement methodology and applicant's ability to conduct measurement.
 - C. Community support and partnerships such as reasons for project prioritization, capacity to make the project a success, and community, business, and leadership engagement.
 - D. Role of DGF funding such as the ability of DGF's funds to make a difference and the match or leverage of DGF funds.
- 8. Remedies. In the event that Applicant breaches the terms of this Agreement, Applicant will pay for the processing fees incurred by DGF for reviewing the Applicant's Submissions.
- 9. Construction. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.
- 10. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.
- 11. Contra Proferentem. In the interpretation of this contract, or any part of it, no rule of construction shall apply to the disadvantage of any Party on the basis that the Party prepared this contract or any part of it or seeks to rely on this Agreement or any part of it.
- 12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
- 13. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Kentucky, U.S.A., regardless of the principles of conflicts of laws applied by Kentucky or any other jurisdiction. Any suit, action or other

proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement, shall be brought in the appropriate court in northern Kentucky. Each Party irrevocably consents and submits to the jurisdiction and venue of this court and irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding brought in this court and any claim that the suit, action or proceeding has been brought in an inconvenient forum.

14. Independent Legal Advice. Applicant acknowledges there has been a reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that either (a) Applicant has had such independent legal advice prior to executing this Agreement, or; (b) Applicant has willingly chosen not to obtain such advice and to execute this Agreement without having obtained such advice.
15. Contract Interpretation. Words, regardless of the number and gender specifically used, will be construed to include any other number, singular or plural, and any gender, masculine, feminine, or neuter, as the context requires. "Including" and "such as" mean "including but not limited to."
16. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
17. Cumulative Remedies. All of the rights, remedies, and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law or equity.
18. Modifications. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
19. Assignment. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
20. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____:

APPLICANT:

Name: _____

Federal Tax Identification Number: _____

Signature: _____

Title: _____

Address: _____

Email Address: _____

DEVOU GOOD FOUNDATION:

Matt Butler, Chair of Special Projects