

ELECTRIC BIKE COMMUTE PROGRAM

Terms and Conditions

- A. Proof of Status: An organization must provide documented proof of operation as a business, non-profit organization, government or Tribal government, or educational institution by providing any of the following:
- 1) A copy of a current business license granted by a locality, the State of California, or the federal government;
 - 2) Registration status with the Internal Revenue Service (IRS) as a tax-exempt organization;
 - 3) Documentation of recognition as a federally-recognized tribal government;
 - 4) Documentation of accreditation as an educational institution from a qualified regional or state body.
- B. Electric Bicycle Purchases and Leases: Grantee shall be responsible for the negotiation of electric bicycle and supporting equipment terms with the dealer/retailer. SCPA shall not participate in the negotiation of the purchase or lease, and SCPA makes no representations, warranties, or guarantees with respect to the condition or future performance of the e-bikes or supporting equipment or their suitability for Grantee's intended uses.
- C. Eligible Electric Bicycles: Purchased or leased e-bikes must be of type Class 1 or Class 2, have at least 500 watt-hours of battery capacity, and have the ability to track total mileage electronically.
- D. Electric Bicycle Usage: Purchased or leased e-bikes may only be used by participating Commuters for approved program purposes. Grantee shall ensure that all Commuters are at least 18 years old and follow all state and local traffic and helmet laws.
- E. Marketing Collaboration: Grantee agrees to participate in any and all marketing or public relations efforts as requested by SCPA.
- F. Reporting: For a period not less than two years following transfer of funds, the Grantee must provide quarterly reporting to SCPA, covering mileage for each e-bike, itemized receipts for eligible grant purchases and/or leases, and e-bikes out of service (with dates). Accidents and injuries must be reported to SCPA within seven (7) days of occurrence.
- G. Agreement Expiration: Grantee shall complete purchase or lease of e-bikes intended for use under this Agreement within six months from the effective date; otherwise the contract expires and all funds must be returned within 90 days. SCPA retains the right to cancel this Agreement pursuant to Section 6, Sub-section A.
- H. Return of Funds: Grantee must return any unapproved or unspent funds not more than 90 days after the end of the grant period, which is 24 months from the date of approved grant funding transfer.
- I. Funding Discretion: All determinations of eligibility of expenses incurred under the grant will be made solely by SCPA. SCPA may at any time, within its sole discretion, cancel funding for any grantee, at which time, all unapproved and unspent funds must be returned within 90 days of notice.