

**AGREEMENT FOR SMART COMMUTER PROJECT GRANT
BETWEEN COMMUNITY TRANSIT AND CITY OF EDMONDS**

This Smart Commuter Project Grant Agreement (hereinafter "AGREEMENT") is made and entered into by and between COMMUNITY TRANSIT and **CITY OF EDMONDS** (hereinafter "**EMPLOYER**").

WITNESSETH

WHEREAS, COMMUNITY TRANSIT and EMPLOYER share a desire to provide a comprehensive Commute Trip Reduction Program that will reduce single occupant vehicle (SOV) commute trips and improve the mobility of EMPLOYER employees; and

WHEREAS, the 1991 Washington State Legislature enacted the Transportation Demand Management Act, which was codified in RCW 70.94.521 through 70.94.551; and

WHEREAS, the Transportation Demand Management ACT requires major employers to offer to their employees commute option programs; and

WHEREAS, the EMPLOYER, in response to COMMUNITY TRANSIT'S request for Smart Commuter Project Grant applications, submitted an application for consideration of finding; and

WHEREAS, COMMUNITY TRANSIT, has selected the EMPLOYER'S project as meeting the purpose and criteria of the Smart Commuter Project Grant.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 SCOPE OF WORK

The purpose of this contract and scope of work are defined in Attachment A, attached hereto and by this reference made a part of this AGREEMENT.

SECTION 2.0 AGREEMENT PERIOD

The EMPLOYER will commence work on or after June 1, 2010 and complete work required by this Agreement no later than May 31, 2011.

SECTION 3.0 DIRECTION AND CONTROL

The EMPLOYER agrees to perform the services as stated in this AGREEMENT as an independent contractor and not as an agent, employee or servant of COMMUNITY TRANSIT. The parties agree that the EMPLOYER is not entitled to any benefits or rights enjoyed by employees of COMMUNITY TRANSIT. The EMPLOYER specifically has the right to direct and control the EMPLOYER'S own activities in providing the agreed upon services in accordance with Attachment A of this AGREEMENT. COMMUNITY TRANSIT shall only have the right to ensure performance.

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SECTION 4.0 REIMBURSEMENT PROVISION

- 4.1 COMMUNITY TRANSIT will reimburse the EMPLOYER for services provided as described in Attachment A for proof of payment. Payment will be made within 30 days of receipt of a properly executed and approved invoice from the EMPLOYER.
- 4.2 The EMPLOYER shall submit properly executed invoices at quarterly intervals showing work supported by a quarterly report, Attachment B, detailing work performed. Quarterly reports and invoices will be due September 15, 2010, December 15, 2010, March 15, 2011 and June 15, 2011.
- 4.3 The EMPLOYER shall only be paid for expenses incurred accomplishing the tasks described in Attachment A. Completed proof of payments for each expense must be attached to the Smart Commuter Grant Project Quarterly Report.
- 4.4 The EMPLOYER will only be reimbursed for receipts and/or invoices of expenditures for this project up to a maximum of **\$2,600**, even if those expenses exceed this maximum.

SECTION 5.0 OWNERSHIP

COMMUNITY TRANSIT and the EMPLOYER shall jointly own all reports, data and documents produced in performance of this work.

SECTION 6.0 PROJECT MANAGEMENT

The COMMUNITY TRANSIT project manager shall be the Transportation Demand Management Division of the Customer Relations Department. The EMPLOYER project manager shall be Bertrand Hauss.

SECTION 7.0 AGREEMENT MODIFICATION

Modifications within the Scope of Work as described in Attachment A must be in writing, signed and agreed to by COMMUNITY TRANSIT and EMPLOYER.

SECTION 8.0 REVIEW/APPROVAL

Upon submittal of any report or other information required by the Scope of Work to be performed, COMMUNITY TRANSIT may, following review, accept or reject such work or request modifications or additions as deemed appropriate. Payment for such work shall not be made until COMMUNITY TRANSIT's project manager accepts the work.

SECTION 9.0 AUDITS, INSPECTIONS AND RECORD RETENTION

COMMUNITY TRANSIT or its designee may, at reasonable times, inspect the books and records of the EMPLOYER as they relate to performance under this Agreement. For audit purposes, the EMPLOYER shall keep all records required by this Agreement for six (6) years after termination of this Agreement.

SECTION 10.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. The EMPLOYER shall comply with all applicable federal, state and local laws, rules and regulations in performing the work under this Agreement. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by State law. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Snohomish County, Washington.

SECTION 11.0 HOLD HARMLESS AND INDEMNIFICATION

EMPLOYER shall indemnify, defend and hold harmless COMMUNITY TRANSIT from all suits, claims, costs, damages or expenses arising out of the negligence of EMPLOYER. Likewise, COMMUNITY TRANSIT shall indemnify, defend and hold harmless EMPLOYER from all suits, claims, costs, damages or expenses arising out of the actions of COMMUNITY TRANSIT. In the case of negligence of both COMMUNITY TRANSIT and EMPLOYER, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of the Agreement. It is further agreed that each party to this Agreement will be responsible for injuries to its own employees that occur in the employee's course of employment and during the performance of this agreement under Title 51 Industrial Insurance Laws of the State of Washington. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

SECTION 12.0 AGREEMENT MODIFICATIONS

Either party may request changes to this agreement, including changes in the Scope of Work. Such changes which are mutually agreed upon shall be incorporated as written amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 13.0 SPECIAL PROVISION

COMMUNITY TRANSIT'S or the EMPLOYER'S failure to insist upon the strict performance of any provision of this AGREEMENT, or to exercise any right based upon breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION 14.0 TERMINATION

COMMUNITY TRANSIT or EMPLOYER may terminate this AGREEMENT in whole or in part, whenever:

- 14.1 COMMUNITY TRANSIT or EMPLOYER has breached the AGREEMENT, and after fourteen (14) days written notice, has failed to correct any of the terms and conditions of this AGREEMENT;
- 14.2 A request to terminate in whole or in part has been made in writing by COMMUNITY TRANSIT or EMPLOYER; or
- 14.3 COMMUNITY TRANSIT determines that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- 14.4 If this AGREEMENT is terminated prior to fulfillment of the terms stated herein, the EMPLOYER shall be reimbursed only for actual and eligible expenses incurred under this AGREEMENT prior to the date of termination, and only to the extent of appropriate funds.

In Witness Whereof, the parties have executed this Agreement as of the date first written below.

COMMUNITY TRANSIT
By: Emmett Heath for
Name: Joyce Eleanor
Title: Chief Executive Officer
Emmett Heath, Director of Administration
Date: 9-21-2010

CITY OF EDMONDS
By: Mike Cooper
Name: Mike Cooper
Title: Mayor
Date: 8-26-2010

ATTACHMENT A

SCOPE OF WORK

CTR PROJECT NAME: Incentives Program for Rideshare Users, City of Edmonds

PROJECT DESCRIPTION:

In order to increase the number of city employees using the rideshare option, the city will provide incentives to those users. An employee becomes eligible in the Commute Trip Reduction program by ridesharing at least twice a week in a month. Once an employee has completed the first month of participation, they are provided with a start-up incentive. At the end of every month, an incentive is provided to the employee with the highest participation. Additionally, every eligible employee is entered into a monthly prize drawing. Finally at the end of the year, a Commute Trip Reduction award is provided to the employee with the highest annual participation. The incentives range from ORCA cards, car wash coupons and Visa gift cards.

- Participants must use a commute alternative at least twice a week every month to be eligible for the monthly incentive.
- Participants that use a commute alternative to get to work at least two times per week in the first month will receive a \$40 incentive.
- For each subsequent month, the employee with the highest amount of participation will receive a \$20 incentive
- Participants that meet the minimum requirement will be entered into a drawing for the other \$20 monthly incentive. The winner of highest amount of participation incentive will not be included in the drawing.
- At the end of the year, the participant with the most logged trips will receive an \$80 incentive.
- The participant with the second highest number of logged trips will receive a \$40 incentive.
- Project will have a transportation fair during the first quarter of the program to help employees find an alternative to driving alone.
- Emails will be sent monthly to advertise the program and announce the monthly winners.
- Posters and brochures will be placed strategically throughout the city's buildings in high employee traffic areas.

PROJECT TIMELINE:

May 28, 2010	Project development
June 1 – 30, 2010	Marketing program
July 2010	Program begins
July 21, 2010	Transportation Fair
August 1, 2010	Monthly prize drawings begin
September 15, 2010	First quarterly report due
December 15, 2010	Second quarterly report due
March 15, 2011	Third quarterly report due
May 2011	Annual award
June 15, 2011	Final report due

TRIP REDUCTION POTENTIAL:

The addition of these incentives plans to show a 100% increase in the number of ridesharing employees. A ridesharing employee will be an employee using any alternative to drive alone to the worksite. At the time of grant award, the city has 15 rideshare participants. By end of program they will have 30 participating on a regular basis. The city expects 50 employees to participate in the start-up program.

TRACKING TOOLS:

This program will track the number of ridesharing employees. It will include new participants and those that continue in the program. Participants will track their commute behavior using RideshareOnline.com’s calendar function. The program manager will be able to print a list of users and the positive affects the program is having on the environment. There are currently no registered users from the City of Edmonds in RideshareOnline.com.

MARKETING EFFORTS:

The program will be promoted to all employees using emails, posters and brochures placed in frequently used rooms of different city buildings.

REQUIREMENTS OF PROJECT:

- 1) To educate and encourage ride sharing and the formation of new carpools to reduce SOV trips.
- 2) Provide expanded program elements including subsidies for carpool drivers and bus riders.
- 3) Subsidies and incentives will be provided to new participants only.

BUDGET:

Grant Amount: (You may exceed this amount only at your own expense). \$2,600

Start up incentives (50 x \$40)	\$2000
End of month incentives (2 per month x \$20)	\$480
Annual CTR award (1 x \$80, 1 x \$40)	\$120

Company match: \$650 (13 total hours x \$50/hour)

Total Program Cost: \$3,250

ATTACHMENT B
QUARTERLY REPORT

Smart Commuter Project Grant Quarterly Report

ETC Name:	Bertrand Hauss	Company:	City of Edmonds
Phone:	(425)771-0220	Fax:	(425)672-5750
Email:	bertrand.hauss@ci.edmonds.wa.us	CEO Name:	Mayor Gary Haakenson

Use this form to describe the CTR activities at your worksite for *June through August 2010*. This information will be used during the project review process. Please submit this form and attachments by **September 15, 2010** to:

Debbie Anderson, Community Transit
debbie.anderson@commtrans.org or Fax: 425-348-7185

Grant recipients must answer the questions below about your grant project activities. Feel free to use additional pages as necessary and attach examples.

1. Describe, in detail, your grant-funded activities during the past three months, including promotions, special events, information distribution, management involvement/support and results you achieved.

2. Describe the grant activities you will accomplish for the next three months including promotions, special events, training, management involvement, and program improvements.

3. Attach copies of your promotional pieces and your tracking forms.

4. Provide all grant-funded expenses incurred during this quarter on the invoice form provided. Attach your receipts or proofs of expenditures for reimbursement.

**City of Edmonds Smart Commuter Project Grant Expenditures
1st Quarter**

Categories	Amount Each	Quantity	Total Amount	Year to Date Amount	Approved Grant Amount	Grant Amount Remaining
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Required Activities:

a. Start Up Incentives	\$40				\$2,000	\$2,000
b. Monthly Incentives	\$20				\$480	\$480
c. Annual Incentives	\$80/\$40				\$120	\$120
d. Other Expenses (Specify in Summary Below)						
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$2,600	\$2,600

Employer Match:

a. Staff Hours	\$50				\$650	\$650
b. Other Expenses (Specify in Summary Below)						
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$650	\$650
Project Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250	\$3,250

Amount of Reimbursement Requested For 1st Quarter

Please state amount requested for reimbursement as set forth in the Smart Commuter Grant Project Agreement. Reimbursement amount may not exceed the total grant funds encumbered for your project.

Categories	Amount Each	Quantity	Total Amount Paid This Quarter	Reimbursement Request Amount
a. Start Up Incentives	\$40			
b. Monthly Incentives	\$20			
c. Annual Incentives	\$80/\$40			
d. Other Expenses (Specify in Summary Below)				
Total:			\$0.00	\$0.00