

WORKSPACE MOBILITY GRANT AGREEMENT

THIS WORKSPACE MOBILITY GRANT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2022, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho (“ACHD”), and _____ (“GRANTEE”). ACHD and GRANTEE are collectively the “parties” and are each a “party” to this Agreement.

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way in Ada County; and

WHEREAS, pursuant to Idaho Code Title 40, Chapters 13 and 14, as amended and supplemented, ACHD may seek to reduce traffic congestion and improve air quality by promoting transportation alternatives to single occupancy motor vehicles; and

WHEREAS, ACHD is willing to reimburse GRANTEE for certain costs of a workplace enhancement supporting one or more smart mobility options (“Grant”), subject to the terms, conditions and obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANTEE SHALL:

- A. Install, maintain and operate a capital improvement and/or benefit program to support one or more smart mobility options for employees and/or customers (“Workplace Enhancement”), at GRANTEE’S own expense, in compliance with all applicable federal, state and local statutes, ordinances, policies, rules and regulations. Examples of an eligible Workplace Enhancement may include but not be limited to bicycle parking, secure bicycle storage, bicycle repair stands, lockers, transit or vanpool passes, carpool/vanpool reserved parking signage, and employee shared bicycles/scooters.
- B. Seek approval of reimbursable projects prior to procurement to ensure compliance with grant guidelines and design best practices.
- C. Submit the following to ACHD no later than August 31, 2022:
 - i. Written documentation and receipts of expenditures associated with the Workplace Enhancement.
 - ii. A request for reimbursement of up to **PROJECT AMOUNT REQUESTED** of said expenditures. Expenditures prior to the execution of this MOU will not be eligible for reimbursement.
 - iii. A completed IRS W-9 form.

Late or incomplete submissions shall not be eligible for reimbursement unless agreed to in writing with ACHD.

- D. Designate a contact person to participate in the following over a period of nine (9) months from the date of this Agreement:
 - i. Pre- and post-surveys and evaluations.
 - ii. Participate in an introductory meeting with Commuteride to discuss grant details and supporting activities. GRANTEE will be encouraged to participate in a [Commuteride Works](#) program tailored to the individual needs of GRANTEE.
 - iii. Encouragement of employees to track commuting trips through Share the Ride Idaho and/or Commute Tracker.
- E. Indemnify, save harmless and defend regardless of outcome, ACHD from expenses and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees, caused by or arising out of any negligent acts by GRANTEE or GRANTEE'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the Grant. Such indemnification hereunder by GRANTEE shall in no event cause the liability of GRANTEE for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of ACHD.

2. ACHD SHALL:

- A. As needed, provide the following support to GRANTEE:
 - i. Help with identifying applicable expenses, beneficial commute program strategies and amenities.
 - ii. Help with identifying sources for Grant-funded items if needed.
 - iii. Provide guidance on permitting and/or code compliance resources if needed.
- B. Conduct Commuteride Works program and additional outreach/education activities (such as hosting a bicycle safety class) as desired with GRANTEE. Additional resources will be made available to support GRANTEE in outreach and education activities during the grant program, as agreed to by both parties.
- C. Remit to GRANTEE, within thirty (30) calendar days after the date of the request referenced in paragraph 1.B., reimbursement for (i) all eligible expenditures associated with the Workplace Enhancement or (ii) **PROJECT AMOUNT REQUESTED**, whichever is less.

- D. Indemnify, save harmless and defend regardless of outcome, GRANTEE from expenses and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees, caused by or arising out of any negligent acts by ACHD or ACHD'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the Grant. Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of GRANTEE. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VIII Section 4, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act).
- E. Seek consent from GRANTEE prior to publicizing photos or case studies specific to the GRANTEE's Workplace Mobility Grant project.

3. THE PARTIES HERETO FURTHER AGREE THAT:

- A. GRANTEE hereby attests, certifies and represents as follows:
 - i. It employs no more than one hundred (200) individuals.
 - ii. It has an office, storefront or other physical facility located in Ada County, Idaho.
 - iii. It is in good standing with federal, state and local authorities and not prohibited from receiving Grant funds.
 - iv. It has an official EIN registered in Ada County, Idaho.
 - v. It does not exist for the purpose of advancing partisan political activities.
 - vi. It did not have a registered lobbyist at any point during calendar year 2021.
 - vii. It is not a 501(c)(4) organization.
- B. GRANTEE's organization name, logo, and Workplace Mobility Grant project details may be used in public announcements about the Workplace Mobility Grant, such as a press release, website, social media, and other communication materials.
- C. The purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- D. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.

- E. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the entity they represent to the terms of this Agreement.
- F. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- G. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- H. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- I. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- J. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- K. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.
- L. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- M. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- N. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by DISTRICT and GRANTEE.
- O. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- P. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

- Q. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- R. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.
- S. Time shall be of the essence for all events and obligations to be performed under this Agreement.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

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| ADA COUNTY HIGHWAY DISTRICT |
| By: |
| Name: Tessa Greegor Title: Commuteride Manager |
| GRANTEE |
| By: |
| Name: Title: |

SAMPLE