

AGREEMENT
Capital District Bike Rack Program
Public/Nonprofit Entities

This Agreement is entered into this ____ day of _____, 2010 by and between the Capital District Transportation Authority, 110 Watervliet Avenue, Albany, NY 12206 and the _____ (applicant name), located at _____ (address).

WITNESSETH

WHEREAS, the Capital District Transportation Authority (hereafter referred to as "CDTA") has partnered with the _____ (applicant name) (hereafter referred to as _____ (applicant's acronym, if desired) to implement a Capital District Bike Rack Program Travel Demand Management Program (hereafter referred to as "TDM");

WHEREAS, CDTA is willing to use available Federal Congestion Mitigation and Air Quality (CMAQ) TDM monies, as part of the Capital District Bike Rack Program component of the TDM program, to provide free approved bicycle racks to public or nonprofit entities, up to a \$1,000 value, including shipping to a CDTA-designated central location.

WHEREAS, bicycling can replace travel in single occupancy vehicles and reduce fuel consumption, air pollution and parking demand;

WHEREAS, bicycling is a form of travel that improves health and can increase quality of life;

WHEREAS, appropriate bicycling amenities, such as safe bicycle parking, improve the bicycling public's satisfaction and encourage people to bike;

WHEREAS, _____ (applicant) interacts with members of the public who do or could arrive by bicycle;

WHEREAS, the promotion of bicycle transportation can increase the reach of the CDTA route network and convince people to regularly take the bus for their daily transportation needs;

WHEREAS, the availability of bicycle parking discourages cyclists from parking at mailboxes, parking meters, trees, and other sidewalk structures;

WHEREAS, the parties desire to set forth the rights and responsibilities pursuant to this Agreement;

NOW, THEREFORE, the parties hereby agree to the following:

CDTA shall:

1. Make available approved bicycle racks at a central location for retrieval by a representative of _____ (applicant);
2. Advertise and promote the program to CDTA customers;
3. Monitor the Capital District Bike Rack Program for fraud and abuse. CDTA reserves a right to modify the program as necessary to avoid continuation of fraud and abuse;
4. Prepare a report provided annually to the Capital District Transportation Committee on the program, its usage, and recommendations for modifications.

_____ (applicant) shall:

1. Assume sole responsibility for obtaining any and all necessary approvals, permits, and licenses in a timely manner, including from the site owner (if not the applicant) and the municipality;
2. Assume sole responsibility for retrieving approved bicycle rack(s) from a CDTA-designated central location during CDTA-designated times, loading the rack(s) into a vehicle, and transporting them to the installation site;
3. Assume sole responsibility for installing received bicycle racks within two months of retrieval;
4. Install received bicycle racks at _____

_____ (location specified in application), where they will be accessible to the public; in a visible location; will not block fire escapes, fire lanes, or other such emergency access; will not impede pedestrian flow or accessibility for people with disabling conditions; and will otherwise be in conformance with the "Bicycle Parking Guidelines" of the Association of Pedestrian and Bicycle Professionals;

5. Maintain received bicycle racks for a minimum of five years after installation. Should this prove impossible, _____ (applicant) agrees to reimburse the program for the proportion of the time remaining;
6. Fully indemnify CDTA for any and all damage and/or injury arising out of this Agreement or the use of any bicycle rack provided hereunder;
7. Provide annual inventory survey information when requested by CDTA;
8. Promote the TDM program in cooperation with CDTA;
9. Provide CDTA staff with information about any fraud or abuse that is detected.

The signatories affirm they are duly authorized by their governing bodies to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of ____ 2009.

FOR CDTA

Carm Basile
Executive Director

APPROVED AS TO FORM:

CDTA General Counsel

FOR _____
(APPLICANT)

_____ (signed)

_____ (printed name)

_____ (title)