

Agreement # 02-16204-C
Between the City of Saint Paul and St. Paul Smart Trips

THIS AGREEMENT, made and entered into this 22nd day of August, 2011, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and St. Paul Smart Trips, a Minnesota not-for-profit corporation, whose address is 55 East 5th Street #202, Saint Paul, MN 55101, hereinafter referred to as "Consultant."

The City and Consultant, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1. Scope of Services.

Consultant agrees to provide professional services relating to *Smart Trips Neighborhoods 2011* ("Project"). This Agreement is contingent upon the City of Saint Paul receiving certain federal funds to be used for specific transportation related purposes and also that the Project will be eligible to receive federal transportation funds. The professional services required are described in the Project Memorandum #SP-164-091-13 of the Minnesota Department of Transportation dated April 20, 2010, which is incorporated herein by reference, as Attachment A. The specific tasks, deliverables, time lines, etc. that make up these services are as follows:

1. Consultant shall assist, prepare, implement and evaluate the Project, in a manner and accordance with the Project Memorandum(s) approved by the Consultant, City and MnDOT on April 20, 2010 and as attached hereto as Attachment A and by reference. The Project memorandum shall include a detailed work plan, which includes:

- Program goals
- Description of program management and objectives
- Description of work tasks to achieve the goals and objectives
- Work products
- Timetable for completion of work tasks
- Budget
- Key program components necessary to fulfill the federal legislation

2. Provide Project labor, materials, supervision, tools, equipment and incidentals subject to the provisions of this Agreement, upon bills duly reviewed and approved by the City after delivery and acceptance by the City. Auditing requirements under MnDOT Agreement #SP-164-091-13 shall apply and may result in adjustments to approved bills and grant reimbursements.

3. Meet all federal and state requirements, as set forth in MnDOT Agreement #SP-164-091-13 attached hereto as Attachment A, which includes, but is not limited to, eligible costs, staff, sub-letting, contract administration, payments, limitations, audits, duties and liabilities.

4. Furnish and attach as part of this Agreement as Attachment B, a commitment letter and budget/financial report(s) that indicate the Consultant has the cash flow means and methods to meet any and all Project costs for a minimum of 30 days or until such time as said costs are proceeded for reimbursement pursuant to this Agreement.

5. Consultant will be responsible for generating its own funds from non-City revenue sources to meet any and all costs that are not eligible for federal participation. If the Consultant's revenue sources (cash reserves and/or projected future non-City revenue sources) indicate a significant funding change, the Consultant will immediately notify the City.

6. Consultant must maintain all records to provide all reporting as required by this Agreement and MnDOT Agreement #SP-164-091-13.

SECTION 2. Time For Completion.

A. The services rendered by Consultant shall be commenced upon execution of the Agreement and notification by the City to proceed and will be completed in accordance with the schedule mutually agreed upon with the City, and will remain in effect for three (3) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

B. Consultant shall not proceed with any task without specific authorization from the Project Manager designated by the City.

C. In the event that there are delays caused by actions of the City or which may be reasonably requested by the Consultant which can change the completion date, Consultant shall request an extension of time for completion of the project. The Project Manager will review the request and may grant to the Consultant such extensions of contract time as may be reasonable.

SECTION 3. Billings and Payment.

A. That for Consultant's faithful performance of this Agreement, the City hereby agrees to compensate Consultant in the amount(s) and according to the schedule that follows.

- Executive Director (project oversight), \$65 per hour
- Program Director, \$50 per hour
- Marketing and Communication Director, \$50 per hour
- Employer Outreach Specialist (program support), \$50 per hour
- Evaluation subcontractor - the rate to be determined and agreed upon by City and Contractor through the Contractor's RFP process
- 2 Interns for program support, \$15/hour
- 2 Temps for kit assembly and delivery, \$12/hour

B. The above amounts shall fully compensate Consultant for all work and associated costs. The City will honor no claim for services and/or costs provided by the Consultant not specifically provided for in this Agreement. Total costs for the project shall not exceed \$115,000 for services provided through September 2013. Said amount is conditioned upon the City being reimbursed by federal grant funds with no matching requirement. Any matching funds will be the responsibility of the Consultant.

C. Consultant shall submit monthly Project reimbursement requests to the City in a form that meets the federal requirements and is acceptable to the City. The City shall review and

approve the reimbursement expenditures that comply with the grant agreement and all incorporated documents, including MnDOT agreement #SP-164-091-13 and the Project Memorandum approved by FHWA, and shall pay the appropriate invoiced amount within 32 days after the Consultant presents the City with a detailed acceptable invoice that fully complies with the requirements set forth in this Agreement. The City shall forward the monthly reimbursement request to MnDOT for City reimbursement.

D. In the event the Consultant fails to comply with any terms or conditions of the contract or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

E. Notwithstanding any other provision of this Agreement, the Consultant acknowledges and agrees that City's obligation to pay Consultant any compensation or expense incurred pursuant to this Agreement is limited to City's actual receipt of certain federal transportation funds to be used for the purposes described herein. The Consultant further agrees that the City shall not be liable in any manner whatsoever to pay any compensation or expenses to the Consultant for services provided pursuant to this Agreement to the extent that such federal funds are either not received by the City, or are insufficient to fully compensate Consultant.

F. The Consultant will have the fiscal responsibility to ensure that all state and federal funding requirements are met, all in strict conformity with the specifications and contract documents therefore on MnDOT Agreement #SP-164-091-13 and the Project Memorandum prepared by said Consultant based therefore, which said specifications, proposals and Contract documents are hereby expressly made a part of this Agreement. Consultant's performance of obligations hereunder shall be in compliance and conformance with all laws governing or pertaining to any aspect of any operation of the Consultant in any way related to the performance of such obligations. Consultant further agrees that it will pay as they become due all just claims for work and services, including all wages withheld and required by law to be remitted by said Consultant to federal, state or local governments; and for all material and equipment hire incident to the complete performance of this Contract.

The Consultant will furnish the City with satisfactory evidence that all of said amounts have been fully paid. Upon proof of default or delinquency of Consultant in making such payments the City may at its option first pay such unpaid payments out of amounts due to the Consultant, its agents or assigns, before any part thereof is paid to the Consultant, and deducted from any remaining balance due said Consultant. Consultant will take all precautions necessary to protect the public against injury and will defend, indemnify and save said City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Consultant, its agent or employees or subconsultants, while engaged in the performance of this Agreement, and against any and all claims, liens and claims of liens for labor performed or material furnished or equipment furnished or hired as aforesaid, including claims of labor, services, materials, or equipment furnished or subcontracted for by Consultant, and against all loss by reason of the failure of said Consultant, in any respect to fully perform all obligations under this Agreement. Consultant agrees to perform all acts and make all payments, the legal obligations for which arise as a result of its activities and performance in connection with this Agreement, including obligations to third persons and government entities.

SECTION 4. Project Management.

A. The City requires the Consultant to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City. Consultant's principal project member is: Jessica Treat, Executive Director, St. Paul Smart Trips, 55 East 5th Street, #202, Saint Paul, MN 55101, phone 651-224-8555 or her designee or successor.

B. The City has designated Christina Morrison, City Planner, Department of Planning and Economic Development, 25 W. 4th Street, Room 1200, Saint Paul, MN 55102, phone 651-266-6546 or her successor as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

C. The City understands and agrees that the Consultant will subcontract the survey work described in this Agreement to a third party. Apart from this subcontract, no attempt or assignment no attempt or assignment by the Consultant of any of its rights or obligations under this Contract shall in any way be valid, effective or binding upon the City unless and until the City gives its written consent thereto, such consent to be evidenced by proper action of the City Council of said City, specifically consenting to the particular assignment and copies of the written record of such City Council action transmitted to the Consultant and the assignee.

D. Each party shall have the right to change its Authorized Representative(s) from time to time and shall inform the other part of any such change. The Consultant shall submit invoices pursuant to this Agreement to the City's Authorized Representative by mailing or delivering them to the address above.

SECTION 5: City Responsibilities.

A. The City agrees to provide Consultant with access to any information from City documents, staff, and other sources needed by Consultant to complete the work described herein.

SECTION 6. Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Consultant's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Consultant and pertaining to work performed under this Agreement.

B. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Consultant under this Agreement, shall be delivered to the City by Consultant by the termination date and there shall be no further obligation of the City to Consultant except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

C. The Consultant agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

D. Consultant agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Consultant in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Consultant must comply with those requirements as if it were a governmental entity. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

SECTION 7. Equal Opportunity Employment.

A. Pursuant to Chapter 183 of the Saint Paul Legislative Code and its implementing rules, Consultant will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8. Compliance With Applicable Law.

A. Consultant agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9. Conflict of Interest.

A. Consultant agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

B. Consultant's acceptance of this Agreement indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code: "Except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City."

C. Consultant agrees that, should any conflict or potential conflict of interest become known, Consultant will advise the Purchasing Systems Manager of the situation so that a determination can be made about Consultant's ability to continue performing services under the Agreement.

SECTION 10. Insurance.

A. Consultant shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" Endorsement when appropriate.

2. *Automobile Insurance*-(When Commercial vehicles are used in connection with a contract)

a. Bodily Injury \$ 750,000 per person
\$1,000,000 per accident

b. Property Damage not less than \$50,000 per accident
Coverage shall include: hired, non-owned and owned auto

Automobile Insurance – (When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities.)

a. Bodily Injury \$30,000 per person
\$60,000 per accident

b. Property Damage \$20,000 per accident

Automobile Insurance – (When Rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

3. *Worker's Compensation and Employer's Liability*

a. Worker's Compensation per Minnesota Statutes

b. Employer's Liability shall have minimum limits of \$500,000 per accident;
\$500,000 per employee; \$500,000 per disease policy limit.

c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a letter verifying their number of employees and a statement that they do not carry this coverage.

4. *General Insurance Requirements*

- a. All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. All certificates of insurance shall provide that the Division of Contract and Analysis Services be given not less than (30) days prior written notice of cancellation, non-renewal or any material changes in the policy, including, but not limited to, coverage amounts. Agent must state on the certificate if company carries errors and omissions coverage.
- b. The Contractor may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c. The City reserves the right to review Contractor's insurance policies at any time to verify that City requirements have been met.
- d. Nothing shall preclude the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.
- e) Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

SECTION 11. Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of the Consultant to the City is that of independent contractor and not that of employee. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures or an association, nor shall the Consultant, its employees representatives or subConsultants be considered employees, agents or representatives of the City.

SECTION 12. Hold Harmless.

A. The Consultant shall indemnify, save and hold harmless, protect, and defend the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, including the City, resulting from any act or omission by any person employed by Consultant in carrying out the terms of this Agreement.

SECTION 13. Assignment.

A. The City and the Consultant each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14. Termination.

A. Without Cause. This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to terminate this Agreement immediately if the Consultant violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Consultant specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Consultant shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

C. In the event of termination, the City will pay Consultant for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will deliver all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service.

SECTION 15: Default by Consultant.

A. In the event Consultant fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity. The City shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

SECTION 16. Amendment or Changes to Agreement.

A. City or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 17. Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

Christina Morrison
City of Saint Paul –PED
1200 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 55102

To Consultant :

Jessica Treat & Laura Baum
St. Paul Smart Trips
55-E. 5th Street, Suite 202
Saint Paul, MN 55101

SECTION 18. Waiver.

A. Any fault of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

SECTION 19. Survival of Obligations.

A. The respective obligations of the City and Consultant under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 20. Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 21. Force Majeure.

A. Neither the City nor the Consultant shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 22. Entire Agreement.

A. It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

For the City of Saint Paul:

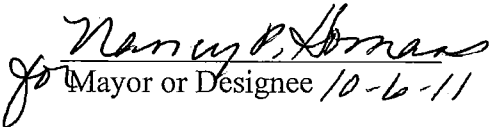
Approved as to form:

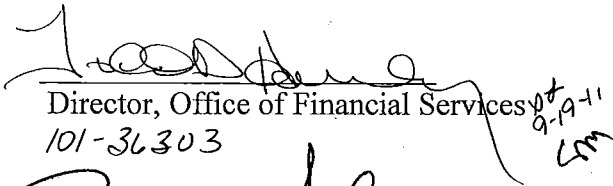

Assistant City Attorney

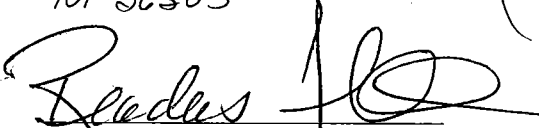
For Consultant:

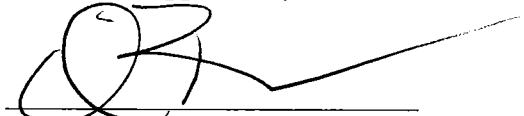
By Jessica Galt
Its Executive Director
St. Paul Smart Trips
Taxpayer ID: 41-1906261

Executed:


Mayor or Designee 10-6-11


Director, Office of Financial Services ⁹⁻¹⁹⁻¹¹
101-36303 _{SM}


Readus Fletcher, Deputy Director
Department of Human Rights & Equal
Economic Opportunity


Cecile Bedor
Director, Planning and
Economic Development Department

Funding: _____ Activity # _____



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

Date: April 20, 2010

Christina Morrison
City of St. Paul
1400 City Hall Annex
25 West 4th Street
St. Paul, MN 55102

SUBJECT: SP 164-091-012 and 164-091-013: NMTP6210() and NMTP6211()
Smart Trips 2010 and 2011
Project Memorandum Approval

Dear Ms. Morrison:

Your determination that this project is a Categorical Exclusion, in accordance with the Federal Aid Policy Guide Sec. 771.117 (c)(1), is approved by the FHWA in accordance with the Mn/DOT-FHWA Programmatic Categorical Exclusion Approval Agreement (dated 2/18/98). Location and Design are hereby approved in accordance with the provisions of the FHWA-Minnesota Stewardship Plan. A copy of the approved Project Memorandum is enclosed.

I have requested approval of the submitted Public Interest Finding (PIF) as well as authorization of the 2010 portion of your project. Once it is approved and authorized I will forward an agreement for the city to execute so the work can be reimbursed. I have not requested authorization of the 2011 portion of the work. You will need to contact me to request authorization prior to starting that work or it will not be eligible for federal funding.

If you have any questions, please do not hesitate to contact me at 651-366-3822 , or by e-mail at <Lynnette.Roshell@.state.mn.us>.

Sincerely,

Lynnette Roshell, PE
Project Development Engineer

Enclosures

cc: Dan Erickson--DSAE
Jessica Treat and Laura Baum—St. Paul Smart Trips
Joan Pasiuk—TLC
File

An Equal Opportunity Employer



MINNESOTA TRANSPORTATION PLAN
REQUEST FOR ENVIRONMENTAL APPROVAL

Form SAI

State Project Number(s): 164-091-12 and 164-091-13

Route: NONE

Federal Aid Project(s): NMTP 6210() and NMTP 6211()

County: RAMSEY

City: ST. PAUL

Project Termini: NONE

Type of Work: ST. PAUL SMART TRIPS—HIGHLAND PARK AND ADDITIONAL

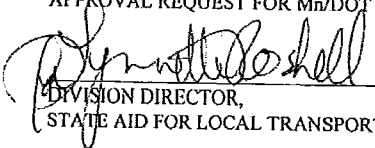
Categorical Exclusions: The proposed action is determined to be a categorical exclusion in accordance with FA POLICY GUIDE Sec 771.117 (C)(1) or as Action __ on Attachment "A" of the PCEAA: (Project documentation attached)

Environmental Status: NA

- Section 4(f) () The proposed project will not use any Section 4(f) lands.
 () The Programmatic Section 4(f) Statement for Independent Bikeway or Walkway Construction Projects applies.
- Historic The provisions of the National Historic Preservation Act (NHPA) have been satisfied by determination of () no effect per the Mn/DOT-SHPO Programmatic Agreement
 () no properties/no effect supported by the Minnesota SHPO's opinion
- Endangered Species () The project is in a county that has no listed federal/state endangered species.
 () The provisions of the Endangered Species Act have been complied with.
- Right of Way ___ 0 ___ hectare(s) to be acquired, ___ 0 ___ hectare(s) of temporary easement.
- Farmlands () The proposed project will not impact farmland.
 () The provisions of the Farmland Protection Policy Act (FPPA) have been complied with.
- Section 404 () The proposed project does not require a Section 404 Permit.
 () The proposed project requires a NATIONWIDE Section 404 Permit.
- Floodplains () The proposed project will not encroach into a floodplain.
 () The proposed project encroachment will be non-significant (Executive Order 11988).
- Wetlands () The proposed project will not impact or encroach into a wetland.
 () The proposed project impacts or encroaches upon a wetland and the provisions of Executive Order 11990 have been complied with.
- Other The proposed project will not significantly impact () noise levels, () air quality,
 or () other social/economic areas.

APPROVAL REQUEST FOR Mn/DOT

APPROVED FOR FEDERAL HIGHWAY ADMINISTRATION


DIVISION DIRECTOR,
STATE AID FOR LOCAL TRANSPORTATION

DATE/

PROGRAMMATIC CAT EXC AGREEMENT 2/18/98
ENGINEERING & OPERATIONS ENGINEER DATE

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
City of Saint Paul

PROJECT MEMORANDUM

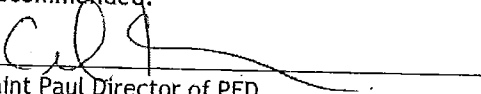
FOR

SP 164-091-012
SP 164-091-013
Minn Proj. No. NMTF 6210()
NMTF 6211()

Smart Trips Highland Park &
Smart Trips Neighborhoods 2011

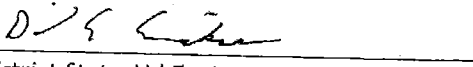
PROPOSED PROJECT: Residential social marketing program in Highland Park neighborhood of St. Paul and a subsequent neighborhood in 2011 to encourage biking, walking, transit and carpooling.

Recommended:


Saint Paul Director of PED

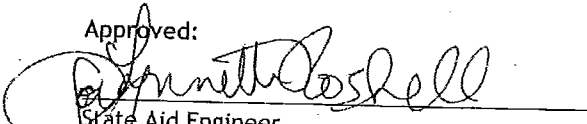
4-2-10
Date

Reviewed and Recommended:


District State Aid Engineer

4/9/10
Date

Approved:


State Aid Engineer
State Aid for Local Transportation

4/20/10
Date

I. REPORT PURPOSE

This Project Memorandum (PM) documents the need for the proposed improvement, schedule, funding and deliverables information.

This documentation was prepared to demonstrate that the project does not have a significant environmental effect and is excluded from the requirement to prepare an EA or EIS in accordance with 23 CFR 771.115.

Project Managers

Name	Jessica Treat & Laura Baum
Title	Executive Director & Residential Outreach Specialist
Organization	St. Paul Smart Trips
Address	55 E 5 th St., Ste. 202, St. Paul, MN 55101
Phone	651-224-8555
Fax	651-222-5855
E-mail	Jessica@smart-trips.org Laura@smart-trips.org

Name	Christina Morrison
Title	City Planner
Organization	City of St. Paul
Address	Department of Planning and Economic Development 1400 City Hall Annex, 25 W. Fourth St., St. Paul, MN 55102
Phone	651-226-6546
Fax	651-228-3341
E-mail	Christina.morrison@ci.stpaul.mn.us

II. PROJECT DESCRIPTION

Smart Trips Highland Park (STHP) and Smart Trips Neighborhoods 2011 (STN 2011) will use individualized social marketing techniques to get people out of their cars and choosing sustainable alternatives such as transit, biking and walking. The program model utilizes direct mailings, bike delivery of materials (Smart Trips Kits) and free events to engage interested households and provide them with the information they need to make changes in how they get around. The program targets all households in the selected neighborhood with the goal of changing their travel behavior. In Highland Park, this accounts for 11,900 households. Funding for STN 2011 is contingent on the successful completion of STHP in 2010.

Program Budgets:

Item	\$ Amount
Smart Trips Highland Park	
Program Evaluation	\$49,400.00
Print Materials	\$26,102.97
Postage/Mailing	\$17,265.68
Incentives	\$29,123.92
Events	\$4,000.00
Equipment	\$1,414.00
Staff	\$63,803.54
PROGRAM TOTAL	\$191,101.01
Smart Trips Neighborhoods 2011*	
Program Evaluation	\$60,600.00
Print Materials	\$16,400.00
Postage/Mailing	\$9,800.00
Incentives	\$18,900.00
Events	\$4,000.00
Equipment	\$100.00
Staff	\$61,900.00
PROGRAM TOTAL	\$171,700.00

*Note that funding for STN 2011 is contingent on the successful completion of STHP in 2010.

III. PROJECT PURPOSE AND NEED

The goal of our programming is to encourage residents of the target neighborhood to walk, bike, take transit and carpool for everyday errands and trips and reduce their drive-alone travel.

The main objectives for STHP are to:

- Increase walking, bicycling, transit and carpooling trips
- Decrease vehicle miles traveled (VMT) by 3%
- Involve 12% of residents in the program through ordering of materials and participation in events

Because neighborhood size, demographics and characteristics impact program outcomes, objectives for STN 2011 won't be developed until the project is approved for funding and a target neighborhood is selected.

IV. DELIVERABLES

The deliverables are final reports for both STHP and STN 2011. These reports will provide results from the surveys and can be used by other organizations to implement similar programming. The final report from STHP will be used to evaluate the success of the project and inform whether or not funding for STN 2011 will be available.

V. PROJECT COST, FUNDING & SCHEDULE

Estimate of Cost for STHP: \$ 191,101.11

Anticipated Funding for STHP:

Type and amount of Federal and matching funds:

Federal: \$115,000 Non-Motorized Transportation Pilot Project
State Aid: none
Other State: none
Local: \$76,101.11

Estimate of Cost for STN 2011: \$ 171,700

Anticipated Funding for STN 2011:

Type and amount of Federal and matching funds:

Federal: \$115,000 Non-Motorized Transportation Pilot Project
State Aid: none
Other State: none
Local: \$56,700

To be added to 2010-2013 State Transportation Improvement Program (STIP).

Federal fiscal year 2010, Sequence #xxxx
Estimated cost shown in STIP: \$362,801.11
Federal funding shown in STIP: \$230,000

Project will be completed through St. Paul Smart Trips. St. Paul Smart Trips is a 501(c)(3) non-profit organization that improves access and mobility for those who travel in and around St. Paul. See attached Public Interest Finding.

Anticipated Schedule for STHP

Anticipated Notice to Proceed from MnDOT	April 2010
STHP Baseline survey	May 2010
STHP Program Duration	June - November 2010
STHP Four-month phone survey	September 2010
STHP Final report	November 2010

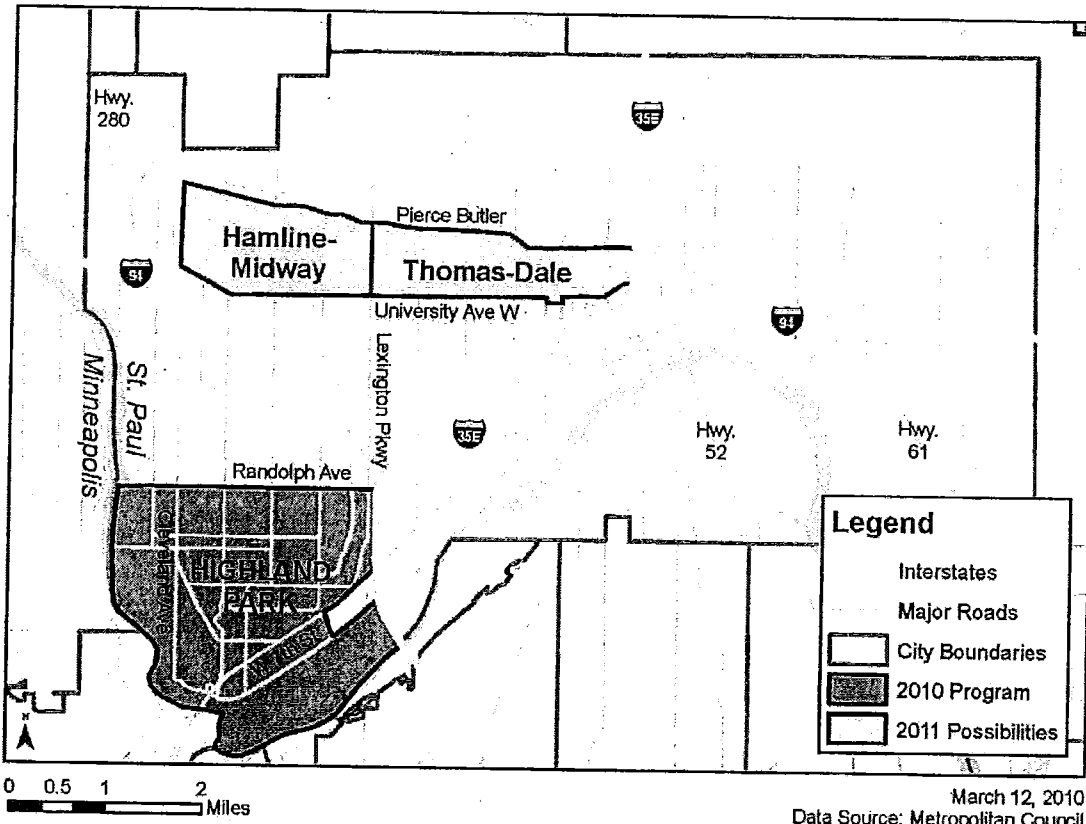
Anticipated Schedule for STN 2011

STN2011 Baseline survey	May 2011
STN2011 Program Duration	June - November 2011
STN2011 Four-month phone survey	September 2011
STN2011 Final Report	November 2011

VI. FEDERAL ACTION DETERMINATION STATEMENT

Based on the environmental study in accordance with 23 CFR 771.117, it is determined that the proposed improvement is a Class II Action (categorical exclusion) anticipated to have no foreseeable change on the quality of the human environment.

Smart Trips Neighborhoods Map





ST. PAUL Smart Trips

55 E 5TH ST. SUITE 202
ST. PAUL, MN 55101

August 24, 2011

Cecile Bedor
Director, Planning and Economic Development
City of Saint Paul
City Hall Annex
25 W. 4th Street, Suite 1300
St. Paul, MN 55102

RE: St. Paul Smart Trips Contract

Dear Ms. Bedor,

This letter is to serve as our commitment to enter into contract with the City of Saint Paul to provide professional services relating to the *Smart Trips Neighborhoods 2011* project. We commit to implementing and evaluating the project as specified in Project Memorandum #SP-164-091-013 of the Minnesota Department of Transportation dated April 20, 2010.

Additionally, we commit that we have the available cash flow to cover any and all project costs for a minimum of 30 days or until these costs are reimbursed.

Sincerely,

A handwritten signature in cursive script that reads "Jessica Treat".

Jessica Treat
Executive Director
jessica@smart-trips.org

**St. Paul Smart Trips
Monthly Budget
2011 (Apr-Dec)**

#	Category	TOTAL	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	2011 TOTAL
	Professional Development	4,875.00	419.64	419.64	419.64	1,517.90	419.64	419.64	419.64	419.64	419.64	4,875.00
5290	Board Development	1,125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,125.00
5030	Trainings/Conferences	3,750.00	294.64	294.64	294.64	1,392.90	294.64	294.64	294.64	294.64	294.64	3,750.00
5420-A	MNCN	0.00										0.00
5420-B	Alliance for Biking and Walking	0.00										0.00
5420-D	ACT	0.00										0.00
5420-E	APBP	0.00										0.00
	Marketing (non-staff)	6,155.14	1,172.26	1,642.32	1,417.17	320.56	320.56	320.56	320.56	320.56	320.56	6,155.12
5140	General marketing	1,000.00	111.11	111.11	111.11	111.11	111.11	111.11	111.11	111.11	111.11	1,000.00
5150	Events	4,155.14	838.94	1,208.94	983.94	187.22	187.22	187.22	187.22	187.22	187.22	4,155.14
5160	Incentives	1,000.00	222.21	322.28	322.13	22.23	22.23	22.23	22.23	22.23	22.23	999.98
5420-C	Chambers	0.00										0.00
5420-G	GABA/UABA	0.00										0.00
5420-I	Best Workplaces for Commuters	0.00										0.00
5230+5220	Office Equip. and Materials	6,000.00	1,555.56	1,555.56	1,555.56	222.22	222.22	222.22	222.22	222.22	222.22	6,000.00
5240	Postage	1,450.00	205.56	205.56	205.56	138.89	138.89	138.89	138.89	138.89	138.89	1,450.00
5250	Rent	13,905.00	1,545.00	1,545.00	1,545.00	1,545.00	1,545.00	1,545.00	1,545.00	1,545.00	1,545.00	13,905.00
5260	Utilities	3,708.00	412.00	412.00	412.00	412.00	412.00	412.00	412.00	412.00	412.00	3,708.00
5430	Bike Racks Purchase/Install	4,000.00	571.43	571.43	571.43	571.43	571.43	571.43	571.43			4,000.00
	Total Expense	253,635.02	32,842.21	33,312.27	33,087.12	26,255.43	25,157.18	25,157.18	28,497.18	25,520.70	23,805.75	253,635.00
	Net/Reserve	32,369.12	(17,565.65)	85.49	9,080.71	7,387.24	(3,597.27)	(4,475.88)	(7,815.88)	(2,167.40)	(2,833.63)	97.72