



**EVERY
COMMUTE
COUNTS**

TRANSPORTATION FRINGE BENEFIT PAYMENT AGREEMENT FOR VANPOOLS

Every Commute Counts (hereinafter referred to as "ECC") offers this Agreement to _____, (hereinafter called "ECC Sponsor") to set forth administration of transportation fringe benefit payments for payment of ECC vanpool expenses.

ECC Sponsor's Federal Employer Identification Number: _____

ECC and ECC Sponsor agree as follows:

I. Definitions:

- A. ECC Sponsor: An employer or other entity which provides payment of transportation fringe benefits to ECC on behalf of employees for payment in part or full of ECC vanpool expenses.
- B. Commuter Benefits: A program under which employers can pay for (subsidize) employee commuting expenses related to transit, vanpool, parking and biking on a tax-free basis; can allow employees to set aside income on a pre-tax basis to cover transportation costs; or offer a combination of both. Internal Revenue Code Section 132(f) defines the basis under which employers may provide Qualified Transportation Fringe Benefits (commuter benefits) for employees' transit and commuter highway vehicle (e.g., vanpool) expenses, eligible bicycle expenses, and parking. This benefit program offers tax advantages for employers and employees.

According to IRS Publication 15-B (2017), "For 2017, the monthly exclusion for qualified parking is \$255 and the monthly exclusion for commuter highway vehicle transportation and transit passes is \$255."

This amount is subject to change by Act of Congress and periodic adjustment for inflation: <http://www.nctr.usf.edu/programs/clearinghouse/commutebenefits/>.

ECC makes no representation as to the taxability of any transportation costs paid by ECC Sponsor for any of ECC Sponsor's employees.

- C. ECC Federal Funding Requirements: ECC vanpool is a public transportation service, supported by public funds including federal grants, and subject to public requirements. Public requirements associated with use of ECC vanpool are attached as Exhibit A and are subject to revision as required for compliance with applicable laws.

II. ECC Sponsor Responsibilities – General:

- A. ECC Sponsor shall communicate to eligible current and future employees the availability of ECC vanpool and ECC Sponsor's transportation fringe benefit.
- B. ECC Sponsor shall pay the full portion of ECC costs for vanpool per qualified employee on a monthly basis.
- C. ECC Sponsor shall maintain accounting and payment records for ECC participants associated with ECC Sponsor's account for a period of three (3) years. Upon written request, ECC Sponsor shall provide to ECC copies of participant information and payment records to satisfy public audits or reviews.



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III.

ECC Responsibilities – General

- D. ECC Sponsor will process and pay applicable amounts on a monthly basis in accordance with the payment terms in Section 4 below.
 - E. ECC Sponsor will meet with ECC staff periodically or as needed to review billing and payment processes.
- A. ECC shall provide designated ECC Sponsor personnel with training and instruction for administering the ECC program and payments for ECC Sponsor's employees.
 - B. ECC shall provide ECC Sponsor with a monthly invoice for employee transportation fringe benefits due to ECC.
 - C. ECC invoices shall reflect ECC Sponsor's transportation fringe benefit per qualified employee as defined in Section 2(b) above.
 - D. Provide vanpool applications that could be distributed to employees during orientation, in a newsletter, at promotional events, and other means.
 - E. Provide fully equipped 8, 12- or 15-passenger vehicles with appropriate liability coverage.
 - F. Assist with the recruitment of drivers and passengers through the dissemination of promotional materials, inquiries on the Every Commute Counts website (<http://www.everycommutecounts.org>) and applications from promotional events, including vanpool information and formation meetings. Applications will be sorted to determine those that may be matched into vanpools.
 - G. Require vanpool participants to sign appropriate agreements (passenger and driver) which govern the intended use of ECC vehicles.
 - H. Process driver applications.
 1. The criteria for vanpool drivers include:
 - a. Desire to become a vanpool driver;
 - b. Residence in relation to the balance of the vanpool members;
 - c. Written permission from the prospective driver to review their driving record;
 - d. Must be at least 25 years of age.
 2. ECC shall submit driver applications to the ECC vanpool program insurance provider for review of the driver's motor vehicle report (the driver must provide written permission for such a review).
 3. Upon review and approval from the ECC vanpool program's insurance provider, a driver will be added to the vanpool program's insurance policy as an approved driver.
 4. ECC shall submit driver license and reviews to the ECC vanpool program insurance provider on an annual basis.
- F. Invoice ECC Sponsor based on vehicle operating costs:
 - insurance and risk management
 - scheduled/preventive maintenance



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- tire replacements
- unscheduled vehicle repairs
- registration and license
- limited personal use of van by driver(s) not to exceed 100 miles per month
- vehicle cleaning expenses
- gasoline
- towing expenses
- administrative costs
- use allowance

G. Provide fleet fuel card for vanpool drivers.

I. Provide customer service.

J. Provide start-up subsidies, subject to the availability of funding.

K. Provide a quarterly and annual report of existing employee participation and associated benefits.

L. Provide the ECC Sponsor with information and updates on issues related to Transportation Demand Management (TDM).

M. Provide a vanpool guidebook that includes a list of the participant's responsibilities, safety precautions, operating instructions, maintenance and billing information, fuel arrangements and other necessary forms.

N. Coordinate regular maintenance and repair issues with vanpool driver(s)/coordinator. ECC shall pay the costs of ordinary maintenance and repairs. ECC Sponsor shall be liable for all repair and maintenance costs resulting from abuse of the vehicle or negligence for its maintenance. Ordinary wear and tear are excepted.

IV. Payment Terms:

A. ECC Sponsor shall pay all invoices within ten (10) days of the date of the invoice. Payment may be made in the form of check, credit card, cashier's check, or money order. Invoices will be considered delinquent if not paid in full within thirty (30) days. Interest charges and late fees may be assessed to delinquent invoices at the maximum rate authorized by law.

B. ECC Sponsor shall remit all payments to:

**Every Commute Counts
A KIPDA Program
11520 Commonwealth Drive
Louisville, KY 40299**

C. If any invoice is referred to an attorney for collection or suit is filed to collect such invoice, ECC Sponsor shall be additionally liable for costs of collection and reasonable attorney's fees incurred by ECC.



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- D. ECC reserves the right to terminate this Agreement and any vanpool services associated with this Agreement in the event any invoice remains delinquent for more than thirty (30) days after the due date.
- V. **Additional Terms:**
- A. This Agreement may not be assigned or transferred by ECC Sponsor without prior written consent of ECC.
- B. The Kentuckiana Regional Planning and Development Agency (KIPDA) has reserved the right to modify the ECC program from time to time as needed under business rules or required under applicable law(s). ECC shall provide written notice to ECC Sponsor of changes that affect this Agreement. Such changes shall be deemed effective if not rejected by ECC Sponsor within 30 days. This Agreement shall be terminated in the event ECC Sponsor rejects modification when notified.
- C. This Agreement shall remain in effect from the date of its execution through an indefinite period of time for as long as ECC services are available to ECC Sponsor employees and neither party has terminated.
- D. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- E. Upon default by either party in the performance of this Agreement, the other party may terminate the Agreement if such default is not cured within fifteen (15) days after receipt of written notice to cure the default.
- F. ECC Sponsor shall cooperate to ensure that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Every Commute Counts Vanpool Program because of race, creed, color, sex, age, national origin, sexual orientation, religion, pregnancy, military ranking or veteran status, or the presence of any disability in any manner contrary to applicable local ordinance, state, or Federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation.
- G. ECC Sponsor shall provide access to participant information and records for inspection, audit or review by ECC, the Kentuckiana Regional Planning and Development Agency (KIPDA), The Kentucky Transportation Cabinet, the Indiana Department of Transportation, US Department of Transportation, or other entities with authority over ECC or funds used by ECC during reasonable business hours of ECC Sponsor.
- H. ECC Sponsor may provide support in the development of operational rules for the day-to-day operations of vanpools serving ECC Sponsor's employees provided such support does not affect any individual's access to the public transportation services provided by ECC or the protections afforded them under applicable law.
- I. ECC Sponsor's authority over ECC services is limited to the provision of Commuter Choice transportation fringe benefits to employees of ECC Sponsor.



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- J. ECC Sponsor has no other Agreement with ECC and has no power to bind the Kentuckiana Regional Planning and Development Agency or ECC except as herein provided.
- K. All written correspondence and billing information between the parties shall be mailed or electronically transmitted to the addresses shown below:

ECC Sponsor:

Name: _____
 Address: _____
 City, ST, Zip: _____

Billing Contact:

Name: _____
 Address: _____
 City, ST, Zip: _____
 Phone: _____
 Fax: _____
 E-mail: _____

ECC:

Every Commute Counts
 A KIPDA Program
 11520 Commonwealth Drive
 Louisville, KY 40299
info@everycommutecounts.org
stacey.burton@kipda.org

IN WITNESS WHEREOF, ECC and the ECC Sponsor have executed this Agreement and it shall be effective on the _____ day of _____, 20_____.

ECC Sponsor

ECC, a service of the Kentuckiana Regional Planning and Development Agency. Accepted on behalf by ECC.

Signature of Authorized Representative

Signature of Authorized Representative

Name (Please print)

Title

Company



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**Exhibit A
ECC Passenger Rules**

ECC Passenger/Rider Agreement Provisions:

As a passenger on KIPDA ECC vanpool, a public transportation service, I hereby acknowledge and agree that I have the following duties and responsibilities to my fellow ECC vanpool passengers, to the Primary Driver and to KIPDA ECC:

1. I will arrive at ECC vanpool meeting locations on or before agreed departure times.
2. I will maintain contact with the Primary Driver regarding any changes in my ability to meet the ECC vanpool route on time.
3. I will conduct myself in a manner considerate of my fellow ECC vanpool members.
4. I will pay my share of our ECC vanpool costs, on or before the due date, each month. I understand that my monthly share of cost may change subject to total riders, fuel costs, tolls or other direct operating costs.
5. I understand that failure to pay my share in a complete and timely manner can result in suspension of ECC services, penalties, and applicable collection steps.
6. I will give our Primary Driver or Coordinator AND ECC notice of not less than 15 days in the event I withdraw from participating in the ECC vanpool or transfer to another ECC vanpool.
7. In the event that I transfer to another ECC vanpool, I will observe the rules and financial responsibilities of that vanpool.
8. I will abide by vanpool rules as determined by ECC, and by any internal vanpool rules, so long as they are not in conflict with ECC operating policies, which have been agreed by the majority of passengers and driver of our vanpool.
9. I understand that I may communicate directly with ECC and/or ECC with me regarding financial, customer service or other matters related to proper operation of this ECC vanpool route.
10. I understand that a portion of my monthly ECC cost is paid with public funds and, in certain cases, by my employer. I understand if I fail to provide timely payments, accurate information and comply with rider requirements, I may become subject to public and/or employer penalties, liable for the full cost of ECC services consumed, and terminated from access to ECC services.
11. I acknowledge KIPDA ECC's right to change policies, procedures and financial requirements for participation.