BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF WHITMAN COUNTY, WASHINGTON

In the Matter of establishing an
Unincorporated Transportation Benefit
Area for the Sole Purpose of Establishing
Vanpool Services in Whitman County,
Washington

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Whitman County, Washington in the matter of establishing an Unincorporated Transportation Benefit Area within the county;

WHEREAS, it is recognized that the some of the towns and cities in Whitman County have identified the need for Vanpool services to Pullman and/or other destinations, as a service to residents, and

WHEREAS, the Whitman County Board of County Commissioners recognize the economic benefits of creating a framework for Vanpool services to aid in economic development or jobs retention, and

WHEREAS, The Whitman County Board of County Commissioners (BOCC) have determined that it is interested in participating in the WSDOT statewide program to purchase subsidized vans for the purpose of Vanpool services, and

WHEREAS, the Board of County Commissioners (BOCC) has established a working relationship with the Council on Aging and Human Services (COAST), as outlined in the Memorandum of Understanding (MOU) dated October 19, 2009, and that the agreement provides for COAST to provide matching funds for purchase of vans through the Washington State Department of Transportation van purchase grant program, for use in the Vanpool Services program, and

WHEREAS, the Board of County Commissioners (BOCC) has established its legislative intent through a series of informal documents known as “BOCC Legislative Intent for Establishing Vanpool services through formation of a UTBA” dated from August 26, 2009 through October 19, 2009, and

WHEREAS, the Board of County Commissioners (BOCC) will not be required to financially support the operation of said Vanpool services, as they will be supported entirely through user fees and COAST capital contributions,

IT IS HEREBY RESOLVED that the Whitman County Board of County Commissioners hereby creates the Unincorporated Transportation Benefit Area (UTBA) for the sole purpose of aiding in the delivery of Vanpool services through COAST, in accordance with the agreement between Whitman County and COAST, dated October 19, 2009.

ADOPTED this 19th day of October, 2009.

ATTEST:

Maribeth Becker, CMC
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF WHITMAN COUNTY, WASHINGTON

Michael Largent, Chairman

Greg Parch, Commissioner

Patrick J. O’Neill, Commissioner

069996
TRANSPORTATION PROGRAM AGREEMENT BETWEEN
WHITMAN COUNTY
and
The COUNCIL on AGING & HUMAN SERVICES, d.b.a. COAST

THIS agreement is entered into by and between WHITMAN COUNTY and the COUNCIL on AGING & HUMAN SERVICES, hereinafter known as the "Contractor."

DEFINITIONS: As used throughout this Agreement, the following terms shall have the meanings set forth below:

A. "Client" shall mean agency, firm, organization, individual or other entity applying for or receiving services under this agreement.

B. "Cognizant State Agency" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the Cognizant State Agency shall be the agency who contributed the largest portion of federal or state financial assistance to the sub-recipient.

C. "Lessor/Lessee" shall mean that agency, firm, provider, organization, individual or other entity performing services under this Agreement. It shall include any Subcontractor retained by the prime Contractor as permitted under the terms of this Agreement.

D. "Subcontractor" shall mean one not an employee of the Contractor, who is performing all or part of these services under this Agreement under a separate Agreement with the Contractor. The terms "Subcontractor" and "Subcontractors" mean any Subcontractor(s) in any tier.

E. "Department" shall mean the Department of Transportation of the State of Washington, any division, section, office, unit or other entity of the Department, or any other officers or other officials lawfully representing that department.

F. "Contracting Officer" shall mean the person within the Department authorized to execute this Agreement.

G. A "Vendor" is an entity that agrees to provide the amount and kind of service requested by the Department; provides services under the Agreement only to those beneficiaries individually determined to be eligible by the Department; and, provides services on a fee-for-service or per-unit with contractual penalties if the entity fails to meet program performance standards.

THEREFORE, the parties mutually agree as follows:

1. Contractor Valid Washington Organization

The full legal name of the Contractor is COUNCIL on AGING & HUMAN SERVICES, whose address is: P.O. Box 107, South 210 Main, Colfax, WA 99111-0107, and the Contractor represents and warrants that it is a valid, current, duly registered, nonprofit organization under the laws of the State of Washington.

2. Purpose of Agreement

The purposes of this Agreement are for the Contractor to acquire vanpool vehicles for Whitman County and to operate the Whitman County Transit Program on behalf of Whitman County.

069997

COAST, PWD, GARFIELD
10-30-04
3. Services to be Provided

Services are to be provided by the Contractor as follows:

a. Contract to provide vanpool services to the elderly, persons with disabilities, and the general public residing in Whitman County.

b. Complete all required WSDOT reports for signature and processing by the County.

c. Complete the Vehicle Investment Program (VIP) applications for Match for two vanpool vehicles.

d. Be responsible for all direct costs of operation of the vanpool program including, but not limited to:
   1. Pay for any loses in the operational costs of the vanpool program.
   2. Pay for the costs of the “guaranteed ride home” procedure of the program.

4. Term of Agreement

The term of this Agreement shall be from October 19, 2009, to the last day of June, 2013.

5. Fees to be Paid

The parties agree to the following monetary terms:

a. COAST will pay the 25% match for two vanpool vans obtained from the WSDOT VIP.

6. Discounts/Fees/Charge

The Contractor shall not collect discounts, charge backs or any other fees from program participants or any other sources.

Notwithstanding the above paragraph, Contractor may collect funds from participants meeting all the eligibility criteria. These shall be accounted for by the Contractor level and reported to Whitman County at least annually.

7. Compliance with Laws and Regulations

The Contractor agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, non-discrimination assurances, project record keeping necessary to evidence Agreement compliance, and retention of all such records. The Contractor will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW.

8. Project Records

The Contractor agrees to establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system in order to sufficiently and properly reflect all eligible direct and indirect Project costs claimed to have been incurred in the performance of this Agreement. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, Agreements, and payment vouchers evidenced in proper detail the nature and propriety of the charges.

9. Audits, Inspections, and Retention of Records

Whitman County, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Contractor's records.

Whitman County Vanpool Operating Agreement with the Council on Aging & Human Services, d.b.a., COAST
10. Ethics

RCW Chapter 42.52 governs ethics in state government. It contains several provisions that require Contractor compliance.

a. RCW 42.42.080 prohibits former state officers or employees, under certain conditions, from:
   1. accepting post-state employment or
   2. assisting in transactions involving the state.

Therefore, the Contractor shall not hire, offer employment to, or accept assistance related to the Project from any former officer or employee of the Department who participated in the negotiation or administration of this Agreement, without first obtaining written approval from the Department.

b. The Contractor shall not give, pay, loan, transfer, or deliver, indirectly or directly, to any other person anything of economic value believing or having reason to believe that there exists circumstances making the receipt thereof a violation of RCW 42.52.040, 42.52.110, 42.53.140, or 42.52.150.

11. Contractor’s Agents Not Employees of Whitman County

The Contractor and its employees or agents performing under this Agreement are not employees or agents of Whitman County or the Department. The Contractor and its employees will not hold themselves out as, nor claim to be, officers or employees of Whitman County or the Department by reason hereof, nor will they make any claim of right, privilege or benefit which would accrue to civil service employees under Chapter 41.06 RCW.

12. Nondiscrimination in Client Services

The Contractor shall not, on grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, income level, sexual preference, or the presence of any sensory, mental, or physical handicap:

a. Deny an individual any services or other benefits provided under this Agreement.

b. Provided an individual any service(s) or other benefits which are different in manner from those provided to others under this Agreement.

c. Subject an individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Agreement.

d. Deny any individual an opportunity to participate in any program provided by this Agreement Through of Provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Agreement. The Contractor in determining (1) the types of services or other benefits to be provided, or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (3) the class of individuals to be afforded an opportunity to participate in any administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, income level, sexual preference, or the presence of any sensor, mental, or physical handicap.

13. Indemnification/Hold Harmless

The Contractor shall defend, protect and hold harmless Whitman County and the Department or any employees thereof, from and against all claims, suits and actions arising from any negligent or
intentional act or omission of the Contractor or any Subcontractor, or agents of either, while performing under the terms of this Agreement.

This provision does not apply to any negligent acts or omissions on the part of Whitman County. The use or disclosure by any party of any information concerning an eligible recipient for any purpose not directly connected with the administration of Whitman County or the Department, or the Contractor’s responsibilities with respect to services provided under this Agreement, is prohibited, except by written consent of the eligible recipient, his/her attorney, or his/her responsible parent or guardian.

14. Licensing and Accreditation Standards

The Contractor agrees to comply with all applicable local, state and federal licensing and accreditation requirements/standards necessary in the performance of this Contract.

15. Insurance Requirement—Evidence and Cancellation of Insurance

a. Prior to the execution of this Contract, the Contractor shall obtain and file with Whitman County evidence of insurance from the Contractor’s insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Whitman County and the Department at least thirty (30) days prior to the effective date of cancellation, lapse, or material change in the policy.

b. The Contractor shall, upon demand of Whitman County, deliver a true and complete copy of such policy or policies of insurance and all endorsements and riders, and the receipts for payment of premiums thereof, and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts within (3) days or before any further performance hereunder, whichever is first.

Failure to provide such insurance in the time-frame acceptable to Whitman County shall enable Whitman County to suspend or terminate the contract. Suspension or termination of this Agreement shall not relieve the Contractor from its insurance obligations hereunder.

The Contractor shall obtain and maintain the minimum liability insurance of $5,000,000, single limit, bodily insurance, and property damage, per occurrence. The contractor shall maintain Comprehensive and Collision insurance adequate to cover the value of the project equipment. The contractor, at its own expense, guarantees against any loss, theft, damage, or destruction of the project equipment. By requiring such minimum insurance, Whitman County or the Department shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks, and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

The Contractor shall comply with all city, county, state and federal regulations regarding licensing and certification of personnel and vehicles to include insurance coverage. Each policy of the Contractor shall be primary and shall indemnify Whitman County and the WSDOT, their officers, officials, agents and employees against loss from liability imposed by law upon or assumed under this Agreement by the Contractor, for damages on account of bodily injury, property damage and/or other damages.

16. Termination of Agreement

Whitman County, at its sole option, may terminate this agreement whenever it chooses to, without prior notice to Contractor.
17. **Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of the Agreement are declared to be severable.

18. **Assignments**

This Agreement shall be binding upon the parties and their successors and assignees but neither party may assign this Agreement without the prior written consent of the other.

19. **Governing Law**

This Agreement shall be governed by the laws of the State of Washington and venue shall be proper only in the Superior Court of Whitman County, State of Washington.

20. **Costs**

The Contractor shall be solely responsible for any and all costs Whitman County may incur or be assessed within any way by virtue of entering into this Agreement and the performance of the covenants, obligations and duties arising out of this Agreement. Contractor will indemnify and hold Whitman County harmless from all such costs.

21. **Attorney's Fees**

The prevailing party in any action to enforce any of the provisions of this Agreement, whether or not suit is filed, shall be entitled to all reasonable attorney's fees and costs, both pre and post judgment.

Dated the 19th of October, 2009

BOARD OF COUNTY COMMISSIONERS OF WHITMAN COUNTY, WASHINGTON  

Michael Largent, Chairman  

Pat O'Neill  

Greg Parsh

COUNCIL on AGING & HUMAN SERVICES  

Karl M. Johanson, Executive Director

ATTEST:

Maribeth Becker, CMC  
Clerk of the Board

Whitman County Vanpool Operating Agreement with the Council on Aging & Human Services, d.b.a., COAST