



Island Transit RideLink Program Service Provider Agreement

This Agreement is made and entered into this _____ day of _____, 20____, by and between Island County Public Transportation Benefit Area dba Island Transit (hereafter called Transit Agency), a municipal corporation of the State of Washington providing public transportation services located at 19758 SR 20, Coupeville, WA 98239 and providing public transportation in Island County AND _____ (hereafter called Service Provider), a non-profit social service organization located at _____.

Now, therefore, in consideration of the terms and conditions set forth herein, the parties agree to the following:

Section 1. Services Provided

Service Provider shall provide the following public transportation services:

Transportation to the clients of the Service Provider with a special focus on meeting the transportation needs of the elderly, disabled, veterans, low income, and people with limited English proficiency.

Section 2. General Responsibilities of the Service Provider including Conditions of Vehicle Use

General Responsibilities

- A. Prior to any delivery of service, Service Provider will define the transportation services to be provided, set guidelines and schedules for use of the vehicle, and have such reviewed and approved by the Transit Agency. Once approved, ensure all transportation is consistent with purpose and intent established.
- B. Solicit and obtain adequate numbers of drivers to operate the vehicle(s). Conduct initial screening of proposed drivers including conducting criminal background checks in accordance with RCW 43.43.730-845 if the Service Provider is transporting passengers with special needs, senior citizens, or children.
- C. Provide additional training to drivers once approved by the Transit Agency. This additional training shall include, but is not limited to:
 - a. Installing and securing car and booster seats
 - b. Disability awareness
 - c. Wheelchair securement
 - d. Emergency and accident protocols
- D. Provide information to the drivers on the risks covered by the Service Provider, and any insurance purchased to address those risks, and the risks covered by the Transit Agency, and the insurance provided to address those risks.
- E. Oversee the distribution of vehicle keys.
- F. Ensure only approved Transit Agency-Service Provider's drivers operate the vehicle(s).
- G. Establish a plan to deal with transportation during inclement weather.
- H. Immediately report the following to the Transit Agency:

- a. Vehicle accidents, passenger injuries, or vehicle damage immediately on notification of the vehicle accident or passenger injury or on discovery of vehicle damage to the Transit Agency,
 - b. If the Service Provider becomes aware that any Service Provider's driver receives a vehicle citation,
 - c. If there is any report of vehicle not operating properly, or
 - d. If the Service Provider becomes aware the vehicle is not being operated in accordance with Service Provider established policies or procedures, or policies and procedures established by this Agreement.
- I. Establish, publish, and distribute guidelines for appropriate ridership behavior. These guidelines must be approved by the Transit Agency and shall include language that addresses the following:
- a. Proper use of seat belts always,
 - b. Being courteous to other passengers and the driver,
 - i. Disruptive passengers may be asked to depart the vehicle
 - c. No smoking, chewing tobacco, or vaping while in the vehicle,
 - d. No open or closed containers containing alcohol, illegal drugs, or weapons of any sort,
 - e. Ways to notify the Service Provider and/or the Transit Agency regarding any unsafe operation of the vehicle, or to provide commendations to the driver,
 - f. Removal of personal items, garbage, or other materials brought into the vehicle
 - g. Service animals
- J. Establish policies and procedures regarding the transportation of children, including the age under which a child needs an adult or guardian, and addressing car seats and booster seats. Under no circumstances are children to be transported to/from a school or school-based activities in vehicles provided under this Agreement.
- K. Establish policies or procedures to investigate and respond to grievances or complaints by passengers concerning the vehicle's operation.
- L. Establish policies addressing the federal Drug Free Workplace Act.
- M. Participate in driver record monitoring. Because the Service Provider is driving Transit Agency vehicles covered by the Washington State Transit Insurance Pool, the Transit Agency is required to participate in WSTIP's driver record monitoring program. To do so, the Transit Agency may require Service Provider to submit the following information on all drivers: driver's full legal name, birthdate, and Washington State driver license number. If this information is requested, Service Provider will have a responsibility to keep this information current. Therefore, Service Provider will promptly notify Transit Agency when drivers need to be added and removed from the driver record monitoring program.
- N. Keep the van clean inside and out at Service Provider expense.
- O. Service Provider will provide fuel at their own expense.

Conditions of Vehicle Use

- A. The vehicle may be used within Island County. Areas outside of Island County must be pre-approved by the Transit Agency.
- B. The vehicle may only be used to the capacity established by manufacturer guidelines. There may be no more people allowed in the vehicle than available seat belts, or the load capacity of the vehicle, whichever is lower.

- C. The Service Provider shall insure all child passengers use appropriate car seats and booster seats.
- D. The Service Provider shall insure no one uses the vehicle for personal use or as a company vehicle.
- E. The Service Provider will bring the vehicle in for routine maintenance as determined by the Transit Agency. No one other than the Transit Agency may perform mechanical work on the vehicle without the Transit Agency's expressed permission.
- F. The Service Provider shall insure that no items are removed or added to the vehicle without prior permission of the Transit Agency.
- G. Determine a location to keep the vehicle(s) overnight where vehicle(s) will be reasonably secure. Location must be approved by the Transit Agency.

Responsibilities of Service Provider's Drivers

- A. The Service Provider's driver shall participate in, and meet, all the Transit Agency's guidelines, criteria, standards, and requirements for the selection and retention of volunteer drivers.
- B. The Service Provider's driver shall inspect the vehicle daily to make sure all the vehicle equipment is in good working order. FOR VANS, the Service Provider's driver shall monitor and maintain the vehicle's tire pressure.
- C. The Service Provider's driver shall operate the vehicle and conduct themselves in a manner complimentary to the public nature of the Transit Agency, and in a safe and legal manner in compliance with regulations and rules of the road.
- D. The Service Provider's driver shall not use a cell phone while operating the vehicle.
- E. The Service Provider's driver shall only operate the vehicle on paved streets, improved or maintained roads, and highways. Driving on the beach, into the mountains in winter, or in fields is prohibited.
- F. The Service Provider's driver shall insure all passengers, and themselves, wear seatbelts.
- G. The Service Provider's driver shall insure all child passengers use appropriate car seats and booster seats.
- H. The Service Provider's driver shall load the vehicle in the following manner:
VANS – Front to back
- I. The Service Provider's driver will report any incidences of disruptive, illegal, or unsafe behavior in the vehicle to the Service Provider.
- J. The Service Provider's driver shall return the vehicle to its parking place after each use.
- K. The Service Provider's driver will not park by a tavern, adult entertainment establishment, or any other inappropriate locale, including gambling facilities.
- L. The Service Provider's driver shall lock the vehicle when not in use.
- M. The Service Provider's driver shall keep the inside and outside of the vehicle clean.
- N. The Service Provider's driver shall not use the vehicle for hire, to haul garbage or debris, tow anything, or remove any of the seats.
- O. The Service Provider's driver shall not place any loads on top of the vehicle.
- P. The Service Provider's driver shall not eat while driving the vehicle.
- Q. The Service Provider's driver shall observe all width and height restrictions or clearances.
- R. The Service Provider's driver shall immediately report any vehicle accidents, passenger injuries, or vehicle damage immediately to the Service Provider and/or Transit Agency.

- S. The Service Provider's driver shall maintain in their possession their own personal items. Personal items are not covered under the Transit Agency's insurance.

Section 3. General Responsibilities of the Transit Agency

- A. Work with the service provider to define the transportation services to be provided and set guidelines and schedules for use of the vehicle.
- B. The Transit Agency will provide a vehicle or vehicle(s) with (or without) wheelchair lifts, perform routine and preventative maintenance and repair, and pay for all licensing of the vehicle(s).
- C. The Transit Agency will train all approved Service Provider drivers in the operation of the motor vehicle and defensive driving. The Transit Agency will conduct an annual review of each Service Provider's driver's motor vehicle record. The Transit Agency will provide refresher training for the Service Provider's drivers every five years.
- D. The Transit Agency will maintain the vehicle(s) on a regular maintenance schedule as pre-determined by the Transit Agency. The Transit Agency will make reasonable efforts to provide a back-up vehicle(s), if available, when the vehicle(s) is in for maintenance or unavailable for service.
- E. The Transit Agency will provide accident investigation for any reported accident involving the vehicle(s).

Section 4. Approved Driver Training

The Transit Agency will train all approved Service Providers drivers in the operation of the vehicle and defensive driving. The Transit Agency will follow established standards provided by the Washington State Transit Insurance Pool. It is important to note these standards are set by the Transit Agency's public insurance pool and change from time to time. If the standards change, the Transit Agency will implement such changes to maintain insurance coverage.

- A. The Transit Agency will provide the Service Provider with driver application packets.
- B. The Transit Agency will review the driver application and driving record of the Service Provider's proposed driver. If the Transit Agency approves the driver, the driver will attend a Transit Agency training program. This training program will include defensive driving, information regarding the vehicle's handling characteristics, and an in-vehicle driving check.
- C. The Transit Agency will conduct an annual review/approval of the driver's driving record.
- D. The Transit Agency will provide refresher training for Service Provider's drivers every five years.

Section 5. Insurance Requirements

Insurance Requirements – Transit Agency

Transit Agency shall provide \$1 million automobile liability coverage, with a \$2 million aggregate, to the Service Provider and jointly to the Service Provider's driver through the Washington State Transit Insurance Pool, of which Transit Agency is a member. This coverage is for services associated with the transportation provided in this Agreement only. The Transit Agency will maintain auto physical damage coverage on the vehicle at its own expense.

Insurance Requirements – Service Provider

The Service Provider shall maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with all aspects of the Service Provider's work, except for the automobile liability exposures associated with this Agreement. Coverage should include the following as named or additional insureds: Service Provider's agents, representatives, employees, volunteers, sub-consultants or sub-contractors. This insurance shall be in the form of commercial general liability insurance no less than \$1 million per occurrence with a \$2 million aggregate.

The Service Provider shall maintain insurance to cover exposures commonly associated with employee/volunteer related injuries such as worker's compensation insurance or a volunteer insurance plan.

Deductible and Conditional Limit of Liability

The Service Provider will be solely responsible for the first \$5,000 per occurrence for repairs to the vehicle(s), whether caused by comprehensive or collision-type perils. Further, the Service Provider will not make a liability claim to the Transit Agency or to the Washington State Transit Insurance Pool for damages to their own vehicles (vehicle provided under this Agreement hits Service Provider-owned vehicle) or real property (vehicle provided under this Agreement hits property owned or leased by Service Provider) occurring from the negligent operation of the Transit Agency's vehicle(s) provided to the Service Provider under this Agreement.

Section 6. Obligations in Event of Claim or Loss.

In the event of a claim or loss against Service Provider for which the Washington State Transit Insurance Pool may be obliged to provide coverage, Service Provider shall provide notice to Island Transit.

Simultaneously with such notice to the Island Transit, the Service Provider shall promptly tender the claim or notify the Washington State Transit Insurance Pool of the loss by providing written notice:

Washington State Transit Insurance Pool
2629 12th Court SW
Olympia, WA 98502

In addition to providing notice as set forth above, Service Provider shall be obliged to comply with all other obligations and duties as set forth in the Washington State Transit Insurance Pool's coverage document issued to Transit Agency as would the Transit Agency if the claim were against it.

Section 7. Hold Harmless by Service Provider.

With the exception of claims for which there is automobile liability coverage, Service Provider shall hold harmless and defend Transit Agency, its officers, agents, employees, and insurers for all other claims or losses (including attorneys' fees) arising out of the performance of this Agreement or the Service Provider's operations and business.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 8. Compliance with Laws.

The parties to this Agreement shall comply with all local, state, and federal laws, rules, and regulations.

Section 9. Mediation.

In the event of a dispute between Transit Agency and Service Provider with respect to this Agreement, the parties shall be obliged to first seek resolution through mediation. The venue shall be in the county which the Transit Agency resides.

Section 10. Litigation.

In the event of litigation by either party concerning this Agreement, venue shall be laid in the county or federal district in which Transit Agency has its principal place of business. The prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and costs.

Section 11. No Assignment.

This Agreement may not be assigned without the written Agreement of the parties and, if any assignment contemplates the transfer of the Washington State Transit Insurance Pool's coverage obligations, the concurrence of the Washington State Transit Insurance Pool.

Section 12. Termination.

The Transit Agency may suspend and/or terminate this Agreement if it determines that there has been a breach of the Agreement. Such suspension or termination shall be effective immediately upon written notice sent by certified mail to the Service Provider. The Service Provider may also terminate this Agreement by providing written notice to the Transit Agency via certified mail. Upon termination of the Agreement by either party, the vehicle(s) associated with this Agreement shall be returned to the Transit Agency immediately.

Section 13. Administration of the Agreement

The Transit Agency appoints Julie Lloyd and/or Staci Jordan as the Transit Agency's representative for the purposes of administering this Agreement.

The Service Provider appoints _____ or their designee for administering this Agreement.

Section 14. Accounting and Audit

The Service Provider agrees to keep records of all financial matters pertaining to this Agreement in accordance with Generally Accepted Accounting Principles (GAAP). These records may be reviewed at any time with prior notice by the Transit Agency or representatives of WSDOT, FTA, USDOT, or the Washington State Transit Insurance Pool. At any time, given 24 hours' notice, the Transit Agency may review all files, trips accounts and records and conduct interviews with passengers, drivers, and the Service Provider's employees to determine the Service Provider's compliance with this Agreement.

Section 15. Term.

This Agreement shall commence _____ and shall terminate December 31, 2019.

Dated this ____ day of ____, 201	Dated this ____ day of ____, 201
Signature	Signature
Mike Nortier, Executive Director	Printed Name and Title
Island County Public Benefit Transportation Authority	Printed Service Provider Name