RTC Client Assistance Form.

Residential Transportation Coordinators
Complete this form for each person you work with.

Date Time Worked
Name of RTC Phone Number
Name of Customer Phone Number
Please check off any and all program objectives that were accomplished for the resident.
Write any explanations or comments in the notes column.

Program Objectives	Notes
Bus ☐ Reading a bus schedule ☐ Trip Planner through Metro On-Line ☐ Getting bus information 206-553-3000 ☐ Show How to Ride movie http://www6.metrokc.gov/video/transit/metro.ram Use notebook	
Flexcar ☐ Completed application and joined the program	
RideMatch Enrolled on-line with RideMatch for: ☐ Carpool ☐ Vanpool ☐ Vanshare	
Working Wheels ☐ Completed application and applied for the program	
Accessible Services ☐ Applied for a Regional Reduced Fare Permit (RRFP) ☐ Temporary Permit ☐ Permanent Permit ☐ ACCESS Transportation ☐ Have RRFP ☐ Scheduled a trip ☐ Arranged for Bus Travel Training Program ☐ Applied for Taxi Scrip Program	
Senior Services ☐ Scheduled a trip using _____ _____	

Please complete the following information about the customer you are helping.

Age	Language Group		Gender	Destination
☐ 18-24	☐ Somali	☐ English	☐ Male	☐ Work
☐ 25-34	☐ Chinese	☐ Vietnamese	☐ Female	☐ Medical Appt.
☐ 35-44	☐ Ahmaric	☐ Cambodian (Khmer)	**Speak English?**	☐ Shopping
☐ 45-54			☐ Yes	☐ Social
☐ 55-65	☐ Other _____		☐ No	☐ Other: _____

Commuter Voucher Log.

Date Distributed	Name of RTC	Voucher Number

Undistributed vouchers will be returned to Metro at the end of the program. Call Bob Flor at (206) 684-1611, or Keeley Hozjan at (206) 263-6081 to request additional vouchers.

RTC Monthly Reimbursement form.

Contract Services Reimbursement Request:

Residential Transportation Coordinators for Renton

Name: _____ **Address:** _____

Phone#: _____ **Submitted for month of:** _____

Directions: Use one column per person served. Place an **X** in one or more rows to indicate the type of information provided. At the bottom, fill in the date and the amount of time spent with each person.

Provided Information/Assistance

Persons served:	1	2	3	4	5	6	Total
Provided information or assistance for (check all that apply):							
Bus: Schedules							
Bus: Online Trip Planner							
Bus: Rider Info. (206-553-3000)							
Flexcar							
Ridematch: Car/Vanpool/VanShare							
Working Wheels							
Accessible Services: RRFP							
Acc. Srvcs: ACCESS Program							
Acc. Srvcs: Scheduled a trip							
Acc. Srvcs: Bus Travel Training							
Acc. Srvcs: Taxi Scrip							
Senior Srvcs: Scheduled a trip							

Date							
A. Total Time Worked							

Directions: Please check if you registered someone for a program or taught them how to ride the bus.

Programs Application/Registration Completed

Persons served:	1	2	3	4	5	6	Total
Bus: Taught "how to ride"							
Applied or Registered for:							
Flexcar							
Ridematch							
Working Wheels							
Regional Reduced Fare Permit							
ACCESS Paratransit							
Bus Travel Training							
Taxi Scrip							

Date							
B. Total Completed							

Directions: Please complete the information for each event or meeting you attend. Describe the purpose for the event or meeting and the tasks accomplished.

Marketing, Public Relations, Meetings

Date:	Description of tasks completed:
Event:	
Location:	
Time Worked:	

Date:	Description of tasks completed:
Event:	
Location:	
Time Worked:	

Date:	Description of tasks completed:
Event:	
Location:	
Time Worked:	

Type of Service			Payments	Total	
Information and Assistance	Total Time =		$8/hour		
Applications and Registration	Number completed =		$4/program		
Marketing, Public Relations, Meetings	Total Time =		$12/hour		
			Total payment:		

RTC Signature: _____ **Date:**_____

Send this form, the RTC Client Assistance forms and the Materials Request forms to:

Hopelink, ATTN: Jim Seeks, 14812 Main St., Bellevue, WA 98007-5245

Authorization:	**Date:**
Total paid:	**Date:**

Residential Transportation Coordinators
Contract Services Reimbursement Request for the month of _____

Name: _____ Address: _____Phone #: _____

Directions: For each person you work with, fill in the date and the amount of time of time you spent with that person. Then put an X in the column for the type of transportation that was used. Sign the form. Hopelink will calculate your pay for you and send you a check.

#	Date	Time	Description of Assistance	Scheduled trip		Enrolled in a program							
				Bus	Senior Services	RRFP	Access Vans	Ride Share	Car pool	Van Pool	VanShare Connector	Flex car	Working Wheels
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
Total													

RTC Signature: _____ Date: _____

COB Authorization signature:_____ Date: _____
Total hours ____ x $8 = (A)_____ Total Number of people served _____ x $4 = (B)_____ (A) + (B) = _____

JOB ACCESS VEHICLE AGREEMENT

SAMPLE

between

KING COUNTY

and

Renton Technical College

This JOB ACCESS VEHICLE AGREEMENT ("Agreement") is made and entered into this 15th day of January 2002 between KING COUNTY, through its Department of Transportation, referred to herein as the "County", a home rule charter county of the State of Washington, and ***Renton Technical College*** **referred to herein as the "Agency".**

Whereas, the Federal Transit Administration has awarded King County a Job Access and Reverse Commute grant which is to be used to assist welfare recipients and low income individuals in accessing employment or training opportunities;

Whereas, King County is utilizing the grant to provide selected entities with the use of a vehicle to conduct programs which provide welfare recipients and low income individuals with access to employment or training opportunities and to reimburse such entities for certain costs related to the vehicle;

Whereas, the Agency submitted a proposal for such assistance from King County and King County has selected the Agency for assistance;

Whereas King County will utilize grant funds to provide the Agency with the use of a vehicle(s) in conducting its Job Access program and will reimburse the Agency for a portion of certain costs related to the vehicle(s);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. VEHICLE(S) SUBJECT TO AGREEMENT.

King County shall provide the Agency with the vehicle(s) specifically identified in Exhibit A which is attached to and incorporated herein by this reference (hereinafter referred to as the "vehicle(s)" or "vehicle"). In the event a vehicle specified in this Agreement becomes inoperable for any reason, the County shall have no obligation to provide a replacement vehicle. The County may demand return of all the vehicle(s), or any number thereof, at any time prior to the expiration of this Agreement by giving the Agency thirty days written notice of the County's intention to re-take possession of the vehicle(s). The vehicle(s) shall be subject to all terms and conditions of this Agreement upon the Agency's acceptance of possession of the vehicle(s).

SECTION 2. TERM OF AGREEMENT

This Agreement shall commence on ***15 January 2003*** and shall terminate on ***31 December 2003*** unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

SECTION 3. USE OF VEHICLE (S).

The Agency shall use and operate the vehicle(s) only for the purposes described in Exhibit C, ***Permitted Use of Vehicles***, which is attached to and incorporated herein by this reference. The Agency shall not use or permit the use of the vehicle(s) in a negligent or improper manner or in violation of any law, or so as to void any insurance covering the vehicle(s).

Modification to the vehicle(s) or the installation of additional equipment, which requires mounting, is prohibited unless approved in advance by the County in writing. ***The Agency shall be responsible for 50 percent of the cost of any modification.***

SECTION 4. POSSESSION AND ACCEPTANCE.

The Agency shall have the opportunity to have the vehicle inspected by its own mechanics prior to taking possession of the vehicle. By entering this agreement, the agency acknowledges and agrees that it has inspected the vehicle(s) and acknowledges that the vehicle(s) are provided on an "as is" basis and that the county has made no warranties, express or implied, regarding the vehicle(s) including, but not limited to, performance guaranties and implied warranties of merchantability or fitness for a particular purpose, all of which are expressly excluded.

The agency shall take possession of the vehicle(s) from the county at one or more locations within king county as determined by the county. By accepting possession of the vehicle(s), the agency acknowledges and agrees that it has inspected the vehicle(s) and concluded that they are in proper operating condition and are adequate and sufficient for the agency's uses as authorized herein. In addition, the agency shall ensure that a responsible agency staff person successfully completes a metro vehicle delivery and maintenance orientation session before the vehicle is driven by the agency.

SECTION 5. LICENSING, REGISTRATION, AND TAXES.

The County shall be responsible for registering the vehicle(s) and securing license plates for the vehicle(s) as required by the laws of the state of Washington. The vehicle(s) shall be registered in the name of the County and any registration or licensing fees shall be paid by the County. The Agency shall be soley responsible for any and all other taxes, fees, fines, or penalties related to the vehicles or their use, condition, or possession.

SECTION 6. PAYMENT.

The Agency shall pay the County $300 per vehicle per month for use of each vehicle. The County shall send a monthly invoice to the Agency for the amount due the County. The Agency will pay the County within fifteen (15) days of receipt of an invoice.

SECTION 7. MAINTENANCE OF VEHICLE(S).

A. The Agency shall be responsible for maintaining the Vehicle(s) to the manufacturer's specifications and shall perform maintenance at such times and vehicle mileage as called for by the manufacture's specifications. The County shall have no obligation to test, adjust, maintain, service, repair, or replace the Vehicle(s). At all times, the Agency shall maintain the Vehicle(s) in good working order and condition and make all repairs and replacements necessary to maintain, preserve and keep the Vehicles in such condition. The Agency shall be responsible for cleaning and maintaining the cleanliness of the interior and exterior of each Vehicle(s).

B. The Agency shall keep records of all maintenance and repairs made to the Vehicle(s). All such maintenance and repair records, including original invoices, shall be kept on file for each of the Vehicle(s) and made available to the County upon request or upon the termination of this Agreement.

SECTION 8. REIMBURSEMENT OF VEHICLE -RELATED COSTS

A. ***The County shall provide assistance to the Agency under the FTA grant by reimbursing 50% of the Agency's reimbursable costs reported to the County,*** subject to the limitation set forth in paragraph B below. Reimbursable costs are those costs that are incurred pursuant to this agreement, approved by the County, authorized for payment from the Federal Transit Administration's Jobs Access and Reverse Commute grant and allowable expenses under federal, state, and County law, ordinance, regulation and policy. No reimbursement shall be made for costs related to the drivers or operators of the vehicles including, but not limited to, their wages, salaries, or benefits.

B. ***No more than a total of $15,000 during a calendar year*** shall be reimbursed to the Agency under this agreement.

C. In order to be reimbursed for reimbursable expenses, the Agency must provide the County with a completed Monthly Van Reimbursement Request no later than 30 days after the end of the month in which the expense was incurred. The Agency shall use the form of the Monthly Reimbursement Request, which is attached as Exhibit D. No more than one Request shall be submitted per month. The Agency shall include with the Monthly Van Reimbursement Request all documentation supporting the claimed incurred costs. The Agency will also provide in each Monthly Van Reimbursement request a detailed description of all non-reimbursable services provided during that month.

Within 30 days of receipt of an invoice from the Agency, the County shall reimburse the Agency for 50% of all approved, reimbursable program costs. Such reimbursements are subject to the availability of funds for the Jobs Access/Reverse Commute Program administered through the FTA.

SECTION 9. THEFT, DAMAGE AND LOSS.

The Agency shall have sole use, care, custody, control and responsibility for the vehicle(s) until they are returned to the County. ***The Agency assumes the entire risk of any physical damage, loss, theft and/or loss of use of the vehicle(s), whatever the cause and whether or not covered by insurance and irrespective of fault.***

In the event of theft or in the event a vehicle is damaged to the extent the estimated repair cost would exceed the value of the Vehicle(s), the Agency shall immediately inform the county of the theft or loss and shall reimburse the County for the fair market value of the Vehicle(s) within thirty days. In the event a Vehicle(s) is damaged to a lesser extent, the Agency shall immediately inform the County of the damage and arrange for the prompt repair of the damage at the Agency's sole expense. The agency shall provide for County approval a plan for the repair and an estimate of its cost.

SECTION 10. REPORTING OF ACCIDENTS OR INCIDENT

The Agency shall notify the County before the end of the business day in which it occurred of any accident or incident involving the vehicle(s) in which a person or property is, or is claimed to be, injured or damaged. The Agency shall notify the County as provided for in Exhibit C.

SECTION 11. RETURN OF VEHICLE(S)

A. Upon expiration or earlier termination of this Agreement, the Agency shall return the vehicle(s) to the County by delivering the vehicle(s) to the County or the County's agent as the County may direct. If the Agency fails or refuses to return the vehicle(s) to the County, the County shall have the right to take possession of the vehicle(s) and remove it from the Agency. For this purpose, the County shall be permitted to enter any premises under the control of the Agency where the vehicle(s) may be located, without being liable to any suit, action, defense or other proceedings by the Agency. The Agency shall not allow any of the vehicle(s) to be located on premises over which the Agency has no control.

B. The Agency shall return the vehicle(s) to the County in the same condition as when received, less reasonable wear and tear, at a site specified by the County. In the event the County determines that a returned vehicle is damaged or in need of repair and that the Agency is responsible for such damage or repair under this Agreement, the County will determine the cost to be paid by the Agency either by having the needed work done or preparing or securing estimates therefor. The Agency shall promptly pay the County the amount thereof.

SECTION 12. OBLIGATION TO INSURE.

The Agency shall at all times, and at its own cost, ***maintain at a minimum the insurance coverages*** set forth in Exhibit B, which is attached to and incorporated herein by this reference.

SECTION 13. DRIVERS OF VEHICLES.

The vehicle(s) ***shall be operated only by drivers who are at least 20 years old and who have a current and unrestricted Washington State driver's license and have driven for at least five years.*** (Restrictions for glasses or contact lenses are acceptable.) Prior to operating the vehicle(s), each driver shall successfully complete ***a defensive driving training course*** such as those provided or approved by the National Safety Council or the Evergreen Safety Council.

SECTION 14. COMPLIANCE WITH LAWS.

A. The Agency shall ensure that the vehicle(s) is not operated in excess of its respective rated maximum weights. If any vehicle is damaged in any manner due to overloading, the Agency shall pay the amount of any and all damages and losses the County may sustain on account of such damage.

B. The vehicle(s) covered by this ***Agreement shall not be used in violation of any applicable federal, state or municipal statutes, laws, ordinances, rules or regulations.*** The Agency shall defend, indemnify and hold the County harmless from any and all fines, forfeitures or penalties for traffic or parking violations or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority issued on account of the use, condition, or operation of any such vehicle(s).

C. The Agency shall ensure that the vehicle(s) is not used for any unlawful purpose or for the transportation of any property or material deemed extra-hazardous by reason of being explosive or inflammable; provided, that oxygen systems and similar equipment required by persons transported by the Agency shall not be deemed extra-hazardous under this Agreement.

SECTION 15. TITLE OF VEHICLES.

The ***vehicle(s) shall at all times remain the sole and exclusive property of the County***, and the Agency shall have and acquire no right or property interest therein. If requested by the County, the Agency shall execute any documents designated by the County to affirm or set forth the County's ownership of or interest in the vehicle(s). The Agency shall not part with or otherwise sell, purport to sell, pledge, assign, deliver, or transfer any of the vehicles to any other person or legal entity without the written permission of the County. The Agency shall not allow any levy, lien, or encumbrance of any kind or nature to be placed upon or maintained against any of the vehicle(s). If a levy, lien, or encumbrance is placed against any of the vehicle(s), the Agency shall immediately take all actions necessary to remove such levy, lien, or encumbrance. The County shall have the right to display notice of its ownership of the vehicle(s) by affixing an identifying plate, outside stencil or other indicia of ownership on the vehicles.

SECTION 16. LEGAL RELATIONS.

A. This ***Agreement is solely for the benefit of the parties hereto and gives no right to any other party***. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. The vehicle drivers and all other persons employed by or providing volunteer services to the Agency shall be considered the employees, volunteers, agents or representatives of the Agency and shall not be deemed, nor represent themselves, to be the employees, volunteers, agents or representatives of the County.

B. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

C. The Agency shall be solely and completely responsible for all acts and omissions of its employees, volunteers, drivers and all other such persons. The Agency acknowledges that the County shall have no responsibility for overseeing or monitoring the performance of drivers or such other persons.

D. To the maximum extent permitted by law, ***the Agency agrees to defend, indemnify and hold harmless the County and its officers, employees and agents from and against all liabilities, claims, actions, lawsuits, damages,*** losses, costs and expenses (including reasonable attorneys' fees and court expenses) for all injuries to or death of any person and/or damage to any property occurring, directly or indirectly, from the use, condition, or operation of the vehicle(s), whether or not resulting from the negligence of the Agency, except to the extent such injuries and damages result from the County's negligence or willful misconduct. The Agency's obligations under this section shall include, but not be limited to, claims and actions against the County and its officers, employees and agents by a volunteer to or an employee or former employee of the Agency, and the Agency expressly waives, as respects the County only and only for the limited purpose stated herein, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claims and actions.

E. The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement.

SECTION 17. TERMINATION.

A. The County party ***may by written notice to the Agency declare this Agreement in default in the event the Agency fails to perform a material provision of the Agreement***. Said notice shall be provided no less than ten (10) days in advance of the effective date of the termination.

B. In addition to termination for default, the County may terminate this Agreement for non-appropriation by giving not less than thirty (30) calendar days' written notice thereof to the Agency.

C. Either party may terminate this agreement for convenience and without cause by giving the other party written notice of such termination. Said notice shall be provided not less than thirty (30) days in advance of the effective date of the termination.

D. Upon termination for default, convenience or non-appropriation, the Agency shall immediately deliver the vehicle(s) to the County in accordance with the County's directions. The Agency shall have no right to make a claim for any costs whatsoever arising from the termination.

SECTION 18. RECORD KEEPING

The ***Agency shall keep accurate records of all activities and expenditures conducted and incurred under this agreement and report progress in achieving the performance measures*** identified by the County. The Agency shall provide the County with a properly completed quarterly report, in the form as attached as Exhibit F.

The Agency shall 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 and indirect 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 executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in proper detail the nature and propriety of the charges.

If, after grant funds have been paid to the Agency, King County or the grantor determines certain costs were ineligible for reimbursement or for any other reason determines that grant funds be repaid, the Agency shall indemnify and hold the County harmless against any such claim and repay the County within thirty (30) days of receiving notice of such claim.

SECTION 19. AUDITS, INSPECTIONS AND RETENTION OF RECORDS

The ***Federal Transit Administration, King 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 Agency's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

All documents, books, papers, accounting records, and other materials pertaining to this Agreement and the Project shall be retained by Agency for six years from the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Agency agrees to maintain same until all such litigation, appeals, claims or exceptions are finally resolved.

SECTION 20. PROMOTION AND COORDINATION

The Agency shall work jointly with the County to promote its project. Agency shall be responsible for marketing this program to its clients and to other partners in the project. The County shall provide existing general materials on its transportation programs to the Agency.

The Agency shall promote the County's regular transit and ridesharing programs to its clients with the intent of transitioning the van clients in regular public transportation. The Agency also agrees to work with the County and other funding agencies to coordinate van trips provided by other agencies or community based organizations.

SECTION 21. EVALUATION

Agency agrees to participate with the County in the evaluation of the project and to provide the information needed by the County to assess the performance. The primary records that the agency must maintain are Daily Trip Logs, Monthly Trip Logs and Quarterly Reports.

The Agency agrees to maintain Daily Trip Logs as provided in Exhibit G and properly record the information. Daily trip logs shall be kept on record by the Agency for a period of three years after the end of the agreement. The Agency shall consolidate the information from the Daily Trip Logs onto the Monthly Trip Report as provided in Exhibit G: Monthly Trip Report Form. The Agency shall attach the three Monthly Trip Report Forms for the quarter to the Quarterly Reports.

The Agency shall provide the County with a Quarterly Report using the form provided as Exhibit F. The Agency shall provide the County with the Quarterly Report and Monthly Trip Reports for the report period in accordance with the schedule in the Exhibit F.

The Agency agrees to conduct surveys of clients and provide the results of surveys to the County. Agency shall participate with the County in the development, implementation and analysis of surveys of participants.

SECTION 22. FEDERAL REQUIREMENTS

A. This ***Agreement is subject to a financial assistance agreement between the County and the Federal Transit Administration of the U.S. Department of Transportation. The Agency shall comply with all applicable federal laws, regulations, policies, procedures and directives,*** including but not limited to the following, which are attached hereto and incorporated herein by this reference:

a. the requirements and obligations imposed on a "Recipient" under the FTA Master Agreement (Exhibit H);

b. 49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Exhibit I);

c. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (Exhibit J); and

d. FTA Circular 4220.1D (Exhibit K).

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. The Agency agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. The Agency shall not perform any act, fail to perform any act, or refuse to comply with any requests by the County which would cause the County to be in violation of any federal law or FTA requirement. The Agency's failure to so comply with this Section shall constitute a material breach of this Agreement.

D. The County and Agency acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, Agency, or any other party (whether or not a party to this Agreement or any contract awarded pursuant thereto) pertaining to any matter resulting from this Agreement.

E. The Agency agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the related exhibits in each contract and subcontract the Agency awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

F. The Agency acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, the Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Agency to the extent the Federal Government deems appropriate.

1. The Agency also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Agency, to the extent the Federal Government deems appropriate.

2. The Agency agrees to include the above two clauses in each contract and subcontract it awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

SECTION 23. SUCCESSION.

This Agreement, together with all exhibits now or hereafter made a part, shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 24. ASSIGNMENTS.

Neither this Agreement nor any interest herein may be assigned by the Agency without the prior written consent of the County. No vehicle may be sublet or encumbered nor possession or use given by the Agency to other than the Agency's drivers in accordance with this Agreement without the prior consent of the County.

SECTION 25. NOTICE REQUIREMENTS.

Any notice given under this Agreement shall be in writing and given by sending such notice by registered mail, return receipt requested, with postage prepaid, addressed as follows, or at such other address as the party to be notified shall have last directed in writing, or by serving said notice personally.

Transit General Manager
: Department of Transportation – KS-TR-0415
King Street Center
201 S. Jackson Street
Seattle, WA 98104-38565

The Agency: **RENTON TECHNICAL COLLEGE**

Attn: Beth M. Arman, Dean
Trade & Industry and Apprenticeship
Renton Technical College
3000 NE 4th St.
Renton, WA 98056
barman@rtc.ctc.edu

The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable.

SECTION 26. AMENDMENT AND EXTENSION.

This Agreement and the exhibits now or hereafter a part of this Agreement shall not be deemed amended in any manner unless such amendment is in writing and signed by a duly authorized representative of each party.

SECTION 27. SEVERABILITY.

If any portion of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, each party to this agreement has caused this Agreement to be executed by a duly authorized representative.

RENTON VOCATIONAL COLLEGE

_____

Donald E. Bressler, PhD
President

Date: _____

KING COUNTY

_____

Eric Gleason
Manager
Department of Transportation
Metro Transit

Date: _____

EXHIBIT A

VEHICLE DESCRIPTIONS

The following vehicle is subject to this Agreement:

1. Dodge Ram 1994
   12 passenger
   HOV3543
   VIN 2B7KB31Z8RK584578
   License Number: VP2609

EXHIBIT B

INSURANCE

A. By the date of execution of this Contract the Agency shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Agency, its agents, representatives, employees, and/or Subcontractors. The cost of such insurance shall be paid by the Agency. The Agency may furnish separate certificates of insurance and policy endorsements for each Subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this contract. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

   Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY.**

2. Automobile Liability:

   Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

3. Workers' Compensation:

   Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

4. Employers Liability or "Stop-Gap":

   The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits Of Insurance

The Agency shall maintain limits no less than, for:

1. General Liability: $ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $ 2,000,000 aggregate limit.

2. Automobile Liability: $ 1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation: Statutory requirements of the State of residency.

4. Employers Liability or "Stop Gap" coverage: $ 1,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General and Automobile Liability Policy(s):

   a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Agency in connection with this Contract.

   b. To the extent of the Agency's negligence, the Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.

   c. The Agency's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

   1. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

3. Automobile Physical Damage Coverage:

   Comprehensive and Collision insurance for each vehicle in an amount and manner sufficient to cover repair or replacement of the vehicle shall be maintained. The Agency agrees that the value of each of the vehicles is as set forth in this Agreement. Coverage shall name the County as loss payee. If the Agency elects not to maintain physical damage coverage, the Agency will be financially responsible as self-insured for this exposure."

F. <u>Acceptability of Insurers</u>

Unless otherwise approved by the County,

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. <u>Verification of Coverage</u>

The Agency shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of
activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

I. <u>Municipal or State Agency Provisions</u>

If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

EXHIBIT C

Permitted Use of Vehicles

1) The Agency shall use the vehicles subject to this Agreement and as described in the attached Agency proposal to transport its low-income and welfare clients to and from employment, training, job search activities and/or child care or other activities or services needed to support their transition into the workforce.

2) All vehicle use and travel shall occur within King County. The vehicle(s) shall not be used by employees or volunteers of the Agency for their own personal benefit or private use. The Agency shall have full responsibility for all aspects of the use of the vehicle(s).

3) Child transportation trips shall originate from (the agency/the client home) and may go to and from the (name of child care center, address). Children must be transported in accordance with federal, state and local laws and must be provided child restraint seats. A parent or legal guardian of a child must accompany their child during any trip in the van.

4) Agencies shall provide all drivers with a driver safety training course.

5) Agencies shall provide all drivers with copy of the King County Metro JobSeeker Van Operators Manual and shall review the manual with each driver. Agencies agree to participate in a program orientation provided by the County about van operating procedures.

6) Agencies shall develop and maintain accident and breakdown procedures to be implemented by the vehicle driver. These procedures should address the following topics

   - Rider safety
   - Obtaining medical assistance in case of personal injury
   - Protecting the accident or breakdown scene
   - Communication with agency Program Coordinator
   - Notification of the police or Washington State Patrol
   - Exchange of information
   - Completion and mailing of a Washington State Collision Report.
   - Emergency numbers to call

7) The Agency shall maintain daily vehicle records to document vehicle mileage, vehicle travel and riders as required by the County.

8) The Agency shall report on a monthly basis to the County the total number of one-way trips provided to any individuals meeting the criteria stated in #4 and the total number of one-way trips provided to any other riders transported by the agency. The County will provide a monthly report form to be filled out by the Agency at the end of the month. The report needs to include the end of odometer reading for each month (due to federal requirements). Monthly reports for the respective quarter are due to the County with the Quarterly Report on the schedule provided in Exhibit F. The Agency shall send reports via e-mail or ground

mail to Bob Flor, Job Seeker Transportation Program. The phone number is (206) 684-1611 email: bob.flor@metrkc.gov. Address: King County Department of Transportation, Market Development, M.S. YES-TR-0600, 400 Yesler Way, Seattle, WA 98104-2615.

9) In case of any damage to the vehicle or injury to any person or where a person might be injured or property damaged, the Agency shall notify the County before the end of the business day on the day of the incident. A report shall be sent by FAX or phoned to the contact person listed below within 24-hours. **Frank Minard, Rideshare Operations**, (206) 684-1537 FAX: 684-2166, e-mail: frank.minard@metrokc.gov.

10) In case of a break down on the vehicle, the Agency shall designate a responsible management staff person who will be the emergency contact with the County. For routine maintenance, the Agency shall contact **Frank Minard, Rideshare Operations: 821 2nd Avenue, EXC TR-1840, Seattle, WA 98104.**

Exhibit D

King County Job Seeker

Monthly Van Reimbursement Request
Directions

TO: Social Service Agencies and Community-Based Organizations
FROM: Bob Flor, Project Manager, Job Seeker Transportation Project
SUBJ: Monthly Van Reimbursement and Financial Record Keeping

Reimbursable and Non-Reimbursable Expenditures

One of the most important tasks that is required of the Job Seeker Van Program for low-income and welfare populations is keeping good records of budgets and funds. The program is funded through the Federal Transit Administration (FTA) and we will want to ensure that expenses that are made in the project provide the requisite match and that there is an appropriate audit trail.

Federal Transit Administration Job Access funds may only be used for certain items. These items are titled "Allowable Reimbursable Expenses". These items can be reimbursed under the Job Access grant and can be used to provide matching funds. The Job Access grant requires a 50 percent cash match.

Allowable costs or expenditures can also be affected by local policies such as collective bargaining agreements. A list of expenditures that are eligible for reimbursement and those that are not are attached. Metro will provide reimbursement only for those costs that are termed "Reimbursable Expenses." *(See Attachment E. Allowable Eligible Expenses)*

Non-Reimbursable Expenses are important to report because they can be identified as a cash expenditure in the total project costs. These expenses cannot be used for match and they cannot be claimed for reimbursement with the Jobs Access and Reverse Commute funds. They, are in- eligible for reimbursement under the Job Access Program. These expenses are important to report because they provide the total project costs. *(See Attachment E: Allowable Eligible Expenses)*

Reimbursement Process

In order to claim reimbursement from the County for federal Job Access funds, agencies need to complete the King County Job Seeker – Monthly Van Reimbursement Request. The reimbursement will be for 50 percent of the Reimbursable Expenditures.

Directions

1) Complete your agency information.
2) Identify the month for which the expenditures are being reported. This should be the month in which the

expenditure was actually made.

3) List the allowable expenditures and monthly amount. For example:

Van Lease	$300
Insurance	$100

4) Total all monthly Reimbursable Expenses.

5) Divide the total in half. 50% should be reported in Box 1 as your Agency match. 50% should be reported in Box 2 as King County Metro's share. Box 2 is the amount that your agency will be reimbursed from the Job Access grant.

(Note: These expenditures should be accompanied with a copy of receipts, invoices or other appropriately dated documentation to show the expenditure was actually incurred. No reimbursements will be made without proper documentation.)

6) List Non- Reimbursable Expenditures. For example:

Operator Salaries	$1,000

7) Total all Non- Reimbursable Expenses in Box 3.

8) Total Box 1 and Box 3 to show Total Monthly Agency Expenses.

Processing

Send your forms and documentation by the 30th day after the reporting month to:

Bob Flor
Job Access Transportation Program
King County Department of Transportation
M.S. YES-TR-0600
400 Yesler Way
Seattle, WA 98104-2615

If you have questions, call (206) 684-1611 or e-mail: **bob.flor@metrokc.gov**.

King County Job Seeker
Monthly Van Reimbursement Request

Invoice Date: _____

Agency Name: _____
Mailing Address: _____
City, State, Zip: _____
Staff Contact: _____
Phone: _____ **FAX:** _____ **e-mail:** _____

Period (Covering Month of) : _____

Agency Reimbursable Expenditures

Reimbursable Expense	Amount

Total Reimbursable Expense	
Box 1	
Agency Match – 50% of Reimbursable Expenses	
Box 2	
King County Metro Share – 50% (Reimbursement)	

Non-Reimbursable Expenses	Amount

Box 3	
Total Non- Reimbursable Expenses	

Agency Monthly Expenses

Total Reimbursable Expense	
Total Non- Reimbursable Expense	
Total Agency Expense	

jskbudgt:7/6/99:rff

Exhibit E

Allowable Eligible Expenses
The Job Access Program
King County Department of Transportation – Metro Transit

The Jobs Access Program is funded through the Federal Transit Administration (FTA) as part of the national Welfare to Work Initiative. Funding is provided from the FTA in the form of grants, and expenditures under those grants are governed by various federal regulations. The general principles governing what constitutes an allowable expense under a federal grant is that it be allowable under the federal guidelines, eligible under the specific grant and reasonable in terms of the award. The following list provides examples of eligible, allowable expenses agencies may submit for reimbursement during their contracts with King County under the Jobs Access program:

- Van lease
- Fuel
- Maintenance expenses on vans
- Automobile insurance
- Training costs for new drivers
- Child/infant seats
- Printing costs for brochures and other informational pieces
- Salaries/benefits for time spent by employees to assign clients to vans and determine routes
- Salaries/benefits for staff time spent on evaluation
- Costs associated with administration of the grant

The following is a non-exclusive list of examples of non-allowable, non-reimbursable expenses and costs under this program:

- Driver salaries
- Fares, passes or other incentives for ridership
- Food costs for drivers
- Costs for social events
- Traffic fines or penalties incurred by the drivers
- Fund raising costs (if a private organization)

If questions arise as to whether a specific cost is reimbursable under the Job Access Program, please contact Bob Flor at King County Metro: (206) 684-1611 or Bob.Flor@Metrokc.gov.

Exhibit F

King County Department of Transportation
JobSeeker Van
Quarterly Report Form

TO: Community Based Organizations

FROM: Bob Flor, King County Department of Transportation – Metro Transit

SUBJECT: Quarterly Report Form Directions

Attached is the Quarterly Report form for your project with the County's JobSeeker Transportation Program. The report is important to the County because the information must be provided to the Federal Transit Administration by the 15th day after the close of a quarter.

The information affects the County's ability to compete for long-term funding for the Jobs Access program that provides transportation services to low-income and TANF recipients who are transitioning into the workforce.

Your report should be sent to King County Metro by the following dates:

For the Quarter:	Report Due By:
October 1-December 30, 2002	January 10, 2003
January 1-March 30, 2003	April 10, 2003
April 1-June 30, 2003	July 10, 2003
July 1-September 30, 2003	October 9, 2003
October 1-December 30, 2003	January 10, 2004

Your report should be completed and mailed to:

Bob Flor
King County Department of Transportation—Metro Transit
Job Access Transportation Program
M.S. YES-TR-0600
400 Yesler Way
Seattle, Washington 98104

Or FAX: (206) 684-2058

If you have any questions about the Quarterly Report, please call me at (206) 684-1611.

Transportation Quarterly Progress Report

JobSeeker Van Program

King County Department of Transportation

Agency: _____

Staff Reporting: _____ Phone: _____

FAX: _____ e-mail: _____

Quarterly Report Period——From _____ To: _____

1. List Agencies Providing Funding for the Van for the Quarter/Amount of Funding Provided (i.e., DSHS, ESD, SKPIC, SJI, KCJI, SHA, KCHA, Community/Technical Colleges, other)

Agency Funder(s)	Funding Provided During this Quarter
TOTAL FUNDING PROVIDED:	

2. Job Seeker Van Performance Measures

	Adult	Child
a. Number of Passenger Trips Provided		

b. Expenses *(please itemize below)*

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

TOTAL EXPENSES: _____

c. Cost per Passenger Trip _____
(Divide total reimbursable and non-reimbursable expenses by total passenger trips.)

d. Route miles traveled during quarter _____

e. Total number of hours of van operation _____

f.

Type of Trip Purposes	Number of Trips
Regular Commute	_____
Commute for Shift Work	_____
Training Trips	_____
Job Seeking	_____
Child Transportation	_____
Other (specify)	_____

3. Describe transportation assistance program/strategies offered to clients during quarter to get them into regular public transit, carpools or vanpools.

_____

_____

_____

_____

4. Please list any identified transportation barrier(s) addressed by the van.

_____

_____

_____

_____

_____

Exhibit G

Instructions for Daily Trip Log and Monthly Van Trip Report

Daily Trip Log

1. The Daily Trip Log should be used by the van drivers to record information on trips for a specific day or shift. A new trip log should be used each day or shift.
2. Drivers must record the odometer reading at the beginning and end of the day (or shift). It is not necessary to record the odometer reading for every trip.
3. For each trip, drivers should record:
   - the pick up location and time
   - drop off location and time
   - the number of adults and/or children for that trip.
4. The trip duration (in minutes) should be recorded in the Trip Time column.

An example is shown below:

Pick Up	Drop Off	Pick Up Time	Drop Off Time	Trip Time	# Adults	# Children
S. Seattle CC	Holly Park	4:00 pm	4:25 pm	25 min.	6	2

Monthly Van Trip Report

1. The Monthly Van Trip Report should be used by the project manager to consolidate the Daily Trip Log information.
2. The total miles, total trip time, and total adult and/or children passengers for each day should be calculated from the Daily Trip Log and then entered on the Monthly Van Trip report for that date.
3. The totals for miles, trip time, and passengers for the month can then be calculated.
4. The Monthly Van Trip Reports should be submitted with the Quarterly Progress Reports.

   Please note that the Daily Trip Logs do not need to be submitted with the Quarterly Progress Reports, however, it is important that they be kept as part of the record-keeping requirement of the agreement between the agency and the County.

Daily Trip Log **Job #**_____ **Date** _____

Driver _____ **Agency** _____

Beginning Miles _____ **Ending Miles**_____ **Total Miles**_____

	Pick Up Location	Drop Off Location	Pick Up Time	Drop Off Time	Trip Time	# Adults	# Children
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
				Totals			

King County METRO

JobSeeker Transportation Program
Monthly Van Trip Report

Agency _____

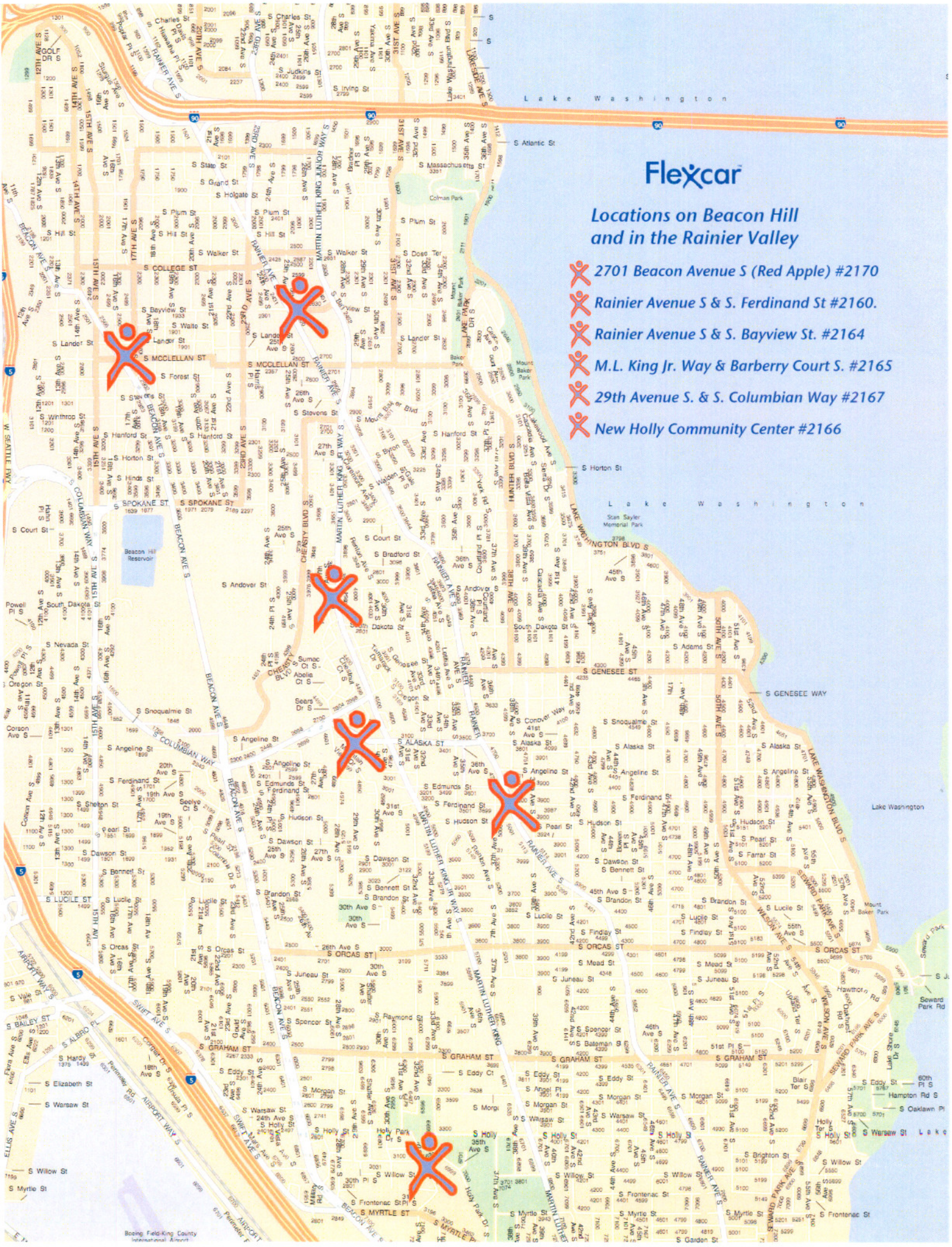
Address _____

Contact Person _____ Phone _____

E-mail _____ Fax _____

Month _____ **JOB #:** _____

Date	Total Miles	Total Trip Time	Total # Adults	Total # Children
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
Total				


Flexcar
Locations on Beacon Hill and in the Rainier Valley
2701 Beacon Avenue S (Red Apple) #2170
Rainier Avenue S & S. Ferdinand St #2160.
Rainier Avenue S & S. Bayview St. #2164
M.L. King Jr. Way & Barberry Court S. #2165
29th Avenue S. & S. Columbian Way #2167
New Holly Community Center #2166
Lake Washington
Colman Park
Mount Baker Park
Beacon Hill Reservoir
Stan Sayler Memorial Park
Seward Park
Boeing Field-King County International Airport

Flexcar Locations – Job Access

Rainier Valley

White Center