

September 30, 1996

Introduced By:

ROB MCKENNA
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BRIAN DERDOWSKI

Proposed No.:

96-842

MOTION NO. 9983

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A MOTION authorizing the King County Department of Transportation to enter into agreements to comply with the terms of the vanpool budget proviso to provide 20 retired high quality vanpool vans, for the exclusive use by elderly and low-income citizens of King County.

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WHEREAS, recipient organizations must participate in programs sponsored by local governments and non-profit organizations in King County and enter into an agreement with King County which requires them to defend and indemnify the county against liability, be sufficiently insured to support the indemnity and defense obligation, and the ability to maintain and operate the van for its remaining five year useful life, and

WHEREAS, the executive and council support the county's public transportation function by reducing single occupancy trips, thereby reducing pollution and traffic congestion; supplementing the services provided by the county's paratransit system; increasing mobility for the transit dependent for whom regular transit may not always be a convenient option, and

WHEREAS, executive and council staff collaboratively developed a list of social service agencies throughout the county based on specific selection criteria;

NOW, THEREFORE BE IT MOVED by the Council of King County:

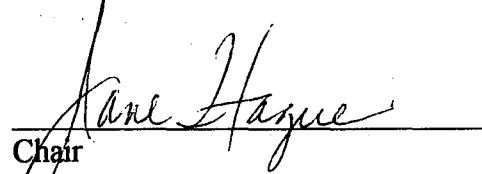
A. The King County Department of Transportation has complied with the terms of Ordinance 11578 by facilitating the development of selection criteria, Exhibit A attached hereto, and supporting the consensus nomination process to determine eligible recipients identified in Exhibit B attached hereto.

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B. The county executive is authorized to execute and administer agreements between King County and the recipient agencies to provide 20 vans to the recipient organizations, substantially in the form of Exhibit C attached hereto.

PASSED by a vote of 13 to 0 this 21st day of October, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachment:

- Exhibit A: Proviso Selection Criteria
- Exhibit B: Consensus Nomination List
- Exhibit C: Sample Agreement

KING COUNTY 1996 VAN PROVISO SELECTION CRITERIA

The goal of the King County Council Budget Proviso to provide 20 high quality retired 12-passenger vanpool vans is to increase mobility for the transit dependent for whom regular transit may not always be a convenient option. To determine the eligibility of your organization, provide the following contact information and provide a written response to each of the ten criteria listed below.

ORGANIZATION: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

FAX: _____

1. How many years has your organization provided services as an established program within King County?
2. Describe the services your organization provides that requires van transportation.
3. Clearly state how your organization will provide proof of your ability to defend and indemnify King County against any liability. (Provide Certificate of Insurance.) Please review Section II of the sample Agreement.
4. What is the name of your organizations Insurance Carrier, agent or contact person? Provide phone numbers of same.
5. Describe the specific transportation need for your organization.
6. How will the van be used to transport **seniors and/or low-income** citizens served by your program? Please review Section III of the Sample Agreement.
7. How many vans is your organization requesting?
8. How many monthly one-way passenger trips will the van transportation provide?
9. Identify the source and amount of operating funds available to operate your van transportation in the areas of licensing, fuel, operations and maintenance. Please review Section I of the sample Agreement.
10. Identify who will drive the van and the type of training the driver will receive.

Please respond, in writing, by May 15, 1996 and limit each questions written response to one half page. Thank you.

Consensus Nominations

STAFF REPRESENTATIVES CONSENSUS NOMINATIONS on 7/23/96			
		Proviso 95'	
Executive	# of Vans	Staff Representative	Phone
Gary Locke	0	Joan Yoshitomi	296-4049
			Mt Si Senior Center "co-sponsor" Lighthouse for
District Councilmember	# Vans	Staff Representative	Phone
			Organization
1 Maggi Fimia	0	Sara Phillips	296-1636
2 Cynthia Sullivan	0	Heidi Wills	296-1687
3 Louise Miller	0	Kathy Williams	296-1003
4 Larry Phillips	0	Bryn Del Swift	296-1664
			Banchemo Friends Services Freemont Public Association Sno-Valley Senior Center Seattle Children's Home KC Boys & Girls - Ballard Branch KC Boys & Girls - Lawton Site KC Boys & Girls - Coe Site Childrens Museum
5 Ron Sims	2	Bengie Santos	296-0339
6 Rob McKenna	0	Chris Johnson	296-1006
7 Pete von Reichbauer	2	Tom Pierson	296-1649
8 Greg Nickels	1	Dave Foster	296-1697
			Highline West Seattle Mental Health Neighborhood House
9 Kent Pullen	0	Karlene Zimmerman	205-5250
			Black Diamond Senior Center Enumclaw Senior Center
10 Larry Gossett	2	Cindy Domingo	296-0312
			Asian Counseling & Referral Center Operational Emergency Center
11 Jane Hague	0	Will Einstein	296-0316
			KC Boys & Girls - Kirkland KC Boys & Girls - Redmond
12 Brian Derdowski	0	Bill Dennis	296-0303
			Snoqualmie Valley Youth Hub Snoqualmie Friends of Youth Redmond Friends of Youth
13 Christopher Vance	0	Jennifer Holms	296-1651
			"co-sponsor" Lighthouse for Olympus Resource Center Golden Years Senior Center City of Seatac xld 7/5/96
	7		Van Counts:



9983

King County
Metro Transit Division
Rideshare Operations
Department of Transportation
821 Second Avenue
Seattle, WA 98104-1598

King County 1996 Budget Ordinance Proviso

The transit program shall provide a maximum of 20 high quality retired 12 passenger vanpool vans, valued at \$200,000 for exclusive use by elderly and low-income citizens of King County participating in programs sponsored by local governments and non-profit organizations. The recipient program must enter into an agreement with King County which provides, among other things, to defend and indemnify the county against any liability, be sufficiently insured to support the indemnity and defense obligation, able to maintain and operate the van for its remaining five year useful life.

The Council finds that such provision of vans supports the Counties public transportation function by reducing single occupancy trips, thereby reducing pollution and traffic congestion; supplementing the services provided by the County's paratransit system; increasing mobility for the transit dependent for whom regular transit may not always be a convenient option.

Recipients of the program shall be approved annually by motion of the Council in accordance with the criteria and processed for selection of recipients as established by Council.

9983

**AGREEMENT
between
KING COUNTY
and**

THIS AGREEMENT is made and entered into by and between King County, through its Department of Transportation, hereinafter referred to as the "County," and _____, hereinafter referred to as the "City."

WHEREAS, it is in the best interests of the citizens of King County that trips using single occupancy vehicles (SOVs) be reduced; and

WHEREAS, it is in the best interests of the citizens of King County that _____ citizens have access to convenient transportation; and

WHEREAS, the County desires to assist _____ in commencing transportation programs for their clients; and

WHEREAS, the City operates a center which provides services to _____ citizens and, in connection therewith, is authorized to provide them with non-SOV transportation.

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

I. Subject to the terms of this Agreement, the County agrees to transfer title to, and possession of, a certain van bearing vehicle identification number _____ to the City. Upon transfer of said van, the City will assume complete responsibility, at no cost to the County, for the operation and maintenance of said van, including but not limited to providing for its licensing, insurance, fuel, operations and maintenance.

II. Such van shall be provided on an "AS IS" and "WITH ALL FAULTS" basis. The County makes no warranties of any kind whatever, expressed or implied, as to said van, and all warranties, including any warranties or merchantability and fitness for any particular purpose, are hereby disclaimed and excluded. The City acknowledges and agrees that it accepts the above disclaimer and waiver and further agrees to defend, indemnify and hold harmless the County, its officials, employees, agents and contractors from and against any and all claims, demands, suits, liabilities or costs of whatsoever kind and nature which arise out of or are in any way limited to claims against the County which are brought by employees or former employees of the City and, by mutual negotiation, the City hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the workers' compensation provisions of Title 51 RCW. Notwithstanding anything to the contrary, the terms of this section shall survive any termination of this Agreement.

Agreement between King County and _____

(date)

Page 2 of 2

III. The City agrees that said van shall be used exclusively for the purpose of providing transportation to the _____ citizens which are participants in its programs, and any attendants. In the event said van is used for other purposes, the County reserves the right to demand that the van be returned and the title transferred to the County. The City agrees to transfer title and possession of the van to the County within fifteen (15) days after receiving written demand from the County pursuant to this Section.

IV. This Agreement shall terminate and the County shall have no right to a return of the van in the event that the van is damaged in excess of its then-remaining value or on January 1, 2000, whichever shall first occur.

KING COUNTY

(government entity)

By _____
Paul Toliver, Director
Department of Transportation

By _____
(name, title)

Date _____

Date _____

APPROVED AS TO FORM:

By _____
(name, title)

Date _____