

## COMMUNITY ACCESS TRANSPORTATION AGREEMENT

between

**KING COUNTY**

and

**CITY OF PACIFIC**

THIS COMMUNITY ACCESS TRANSPORTATION AGREEMENT (the "Agreement"), made this January 1, 2022, by and between King County, Washington (hereinafter "County") and City of Pacific (hereinafter "Agency").

The County, through Accessible Services, provides paratransit services to persons with disabilities through its Access Transportation Program. The County from time to time provides funding through grants to non-profit agencies to assist in the operating costs of programs operated by such agencies.

The Agency offers and manages the operation of transportation services to senior citizens and persons with disabilities meeting the eligibility criteria for the County's ADA Paratransit Program. The Agency has requested a grant to assist in funding to operate local van services.

The County has determined that it is in the best interest of the County to provide a grant to fund local programs that make cost-effective transportation service available to senior citizens and persons with disabilities who are eligible for the County's ADA Paratransit Program.

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions upon which the County will provide vehicles and pass-through funding support for the Agency's transportation service for seniors or people with disabilities.

### 2. COUNTY ROLE AND RESPONSIBILITIES

- 2.1 Service Vehicles and Operating Costs. The County will provide use of County vehicles in providing a Community access transportation service and up to \$10,000 per year to the Agency to cover the cost of some operating expenses for their transportation program. Total agreement value cannot exceed \$50,000.
- 2.2 Vehicle(s) Subject to Agreement. The County shall provide the Agency with the vehicle(s) identified in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Vehicle" or "Vehicles"). 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 (30) 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).

- 2.3 Reimbursement of Operating Costs and Vehicle Maintenance Expenses. The County will reimburse the Agency for allowable operating costs pursuant to the payment and reimbursement provisions set forth at Section 5 of this Agreement. The Agency's costs and expenses shall be subject to review and approval by the County prior to reimbursement.
- 2.4 Vehicle Licensing, Registration, and Taxes. The County shall be responsible for registering the Vehicle(s), annual emissions tests and securing license plates for the Vehicle(s) as required by applicable state law. 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 solely responsible for any and all other taxes, fees, fines, or penalties related to the vehicles or their use, condition, or possession.

### 3. **AGENCY ROLE AND RESPONSIBILITIES**

- 3.1 Community Transportation Service. The Agency shall provide at least 200 rides per month per vehicle for Access eligible customers, seniors and people with disabilities. The County may revoke this Agreement from the Agency if it fails to provide the requisite number of rides per month for Access eligible customers, senior citizens and people with disabilities.
- 3.2 Use of Vehicle(s). The Agency shall use and operate the Vehicle(s) only for the purposes described in Exhibit C, which is attached hereto 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 applicable federal, state, or local law, rule or regulation, 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.
- 3.3 Possession and Acceptance of Vehicle(s).
- 3.3.1 Vehicles provided on "AS IS" basis. By entering into 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.
- 3.3.2 Locations. 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 County Vehicle delivery and maintenance orientation session before the Vehicle is driven by the Agency.
- 3.4 Maintenance of Vehicle(s). The County shall be responsible for maintaining and mechanically repairing the Vehicles including all associated equipment, (radios and mobility lifts, if applicable) as specified in Exhibit B, which is attached hereto and incorporated herein by this reference. The Agency shall also provide a copy of the current Community Access Transportation (CAT) Program Guide, which is

attached hereto and incorporated herein as Exhibit D, to all drivers and monitor drivers to insure they are in compliance with program manual procedures. For major vehicle breakdowns, the County will provide roadside assistance and stranded passenger transportation.

- 3.5 Taxes, Fees, Fines and Penalties. Pursuant to Subsection 2.4 of this Agreement, the County will be responsible for Vehicle registration and licensing fees. The Agency shall be solely responsible for any and all other taxes, fees, fines, or penalties related to the Vehicles or their use, condition, or possession.
- 3.6 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 (30) 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.
- 3.7 Reporting of Accidents or Incidents. 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 Exhibits C and D.
- 3.8 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 E, which is attached hereto and incorporated herein by this reference.
- 3.9 Driver Eligibility and Training Requirements. The Agency shall at all times comply with the driver eligibility and training requirements set forth at Exhibit F, which is attached hereto and incorporated herein by this reference.
- 3.10 Return of Vehicle(s). 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.
- 3.10.1 Repossession authorization. If the Agency fails or refuses to return the Vehicle(s) to the County as provided for in Subsection 3.10, the County shall have the right to take possession of the Vehicle(s) and remove it/them 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.
- 3.10.2 Condition of Vehicles upon return. The Agency shall return the Vehicle(s) to the County in the same condition as they were when the Agency received them, 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 necessary work done or preparing or securing estimates therefor. The Agency shall promptly

pay the County the amount thereof.

- 3.11 Compliance with Laws. 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.
- 3.11.1 Maximum weight limits. The Agency shall ensure that the Vehicle(s) is/are not operated in excess of its/their 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.
- 3.11.2 Fines and penalties. 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 of the Vehicle(s).
- 3.11.3 No hazardous materials. The Agency shall ensure that the Vehicle(s) is/are 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 portable oxygen systems and other medically-necessary equipment required by persons transported by the Agency shall not be deemed extra-hazardous under this Agreement.
- 3.12 Reporting Requirements. The Agency must designate an Agency representative responsible for record keeping and reporting requirements. The Agency is responsible for providing the County with of the name, e-mail address and phone number of the current agency representative. The Agency shall maintain Daily Trip Logs as provided in Exhibit I and consolidate the information onto monthly reports to the County in the form provided for at Exhibit G and H, which is attached hereto and incorporated herein by this reference. Such reports shall include, among other information and data, the number of monthly trips provided by the Agency pursuant to this Agreement and expenses submitted for reimbursement. The Agency may use the forms provided in Exhibits G, H and I or an equivalent version revised by the Agency, which must be approved by the County. The Agency also agrees to provide further reports that may be requested by the County from time to time.
- 3.13 Record Keeping. 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, Agreements, and payment vouchers evidencing in proper detail the nature and propriety of the charges.
- 3.13.1 Ineligible Reimbursement. If, after funds have been paid to the Agency, the 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.
- 3.13.2 Meetings and Records Review. The Agency agrees to meet regularly with the County, which may include quarterly or semi-annual meetings. The meetings will discuss program improvements, review vehicle inspections, driver records, monthly reports and driver trip logs. The County may also visit, at any time, the Agency or Subcontractor's offices to review records

related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Agency shall provide all reasonable assistance requested by the County during such visits. The Agency shall maintain, for six (6) years after completion of all Work under this Agreement, the following:

- a) Records, including written quotes, bids, estimates or proposals submitted to the Agency by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payment to the Subcontractors and suppliers in this Agreement.
- b) The Agency shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

#### **4. 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 prior 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, but not the obligation, 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.

#### **5. BILLING AND PAYMENT PROCEDURES**

- 5.1 Reimbursement of Costs and Expenses. The Agency shall be eligible for reimbursement of actual, allowable operating costs and vehicle maintenance expenses on a monthly basis. Reimbursable costs are those costs that are incurred pursuant to this Agreement, approved by the County, authorized for and allowable expenses under federal, state, and County law, ordinance, regulation and policy. Examples of allowable costs under the County's CAT program are set forth at Attachment I to Exhibit H, which is attached hereto and incorporated herein by this reference.
- 5.2 Reimbursement Caps. Total reimbursements after a 6-month period may not exceed 60% of the total funds awarded to an Agency over a twelve-month period. (I.E. an Agency who is eligible for \$10,000 over a twelve-month period, should not submit more than \$6,000 worth of reimbursements during the first 6 months of operations.)
- 5.3 Invoicing and Reimbursement Process. In order to be reimbursed for reimbursable expenses, the Agency must provide the County with a completed Monthly Reimbursement Request no later than ten (10) days after the end of the month in which the expense was incurred. The Agency shall use the Monthly Reimbursement Request form, which is attached to this Agreement as Exhibit H and

incorporated herein by this reference. No more than one request shall be submitted per month. The Agency shall include with the Monthly Reimbursement Request documentation supporting the claimed incurred costs. The County will disburse payment to the Agency within thirty (30) days of receipt of a complete and fully documented invoice.

- 5.4 Final Invoice. The Agency's final invoice shall be submitted within ten (10) days after the expiration or earlier termination of this Agreement. The final invoice shall credit all payments previously made by the County. Adjustments, if any, under the terms of this Agreement shall be performed at the time of submitting the final invoice.
- 5.5 Reimbursement Limitations. The County's payment may be withheld if the Agency is not current in submitting monthly reports to the County as provided for in Subsection 3.12 of this Agreement. Such payments or reimbursements are also contingent upon available funding for the Community Access Transportation Program.
- 5.6 Billing Address. The Agency shall submit invoices to King County Community Access Transportation Program, MS: KSC-TR-0800, 201 S. Jackson St., Seattle, WA 98104. All invoices shall be submitted to the County no later than ten (10) days following the end of the month in which the expenses were incurred.

## 6. **TERM OF AGREEMENT**

This Agreement shall commence on the date it is signed by both Parties and terminate on December 31, 2026 unless earlier terminated or extended pursuant to the terms and conditions of this Agreement.

## 7. **TERMINATION**

- 7.1 Termination for Default or Failure to Perform. The County 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.
- 7.2 Termination for Non-Appropriation of Funds. In addition to termination for default, the County may terminate this Agreement for non-appropriation of internal or external funding. Funding under this Agreement beyond the current appropriation biennium is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current biennium.
- 7.3 Termination for Convenience. 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.
- 7.3 Return of Vehicles and No Claims upon Termination. Upon termination for any reason, including 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 of this Agreement.

## 8. **AUDITS, INSPECTIONS AND RETENTION OF RECORDS**

- 8.1 Audits and Inspections. The 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 Agreements, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

8.2 Retention of Records. During the Term of this Agreement and for a period not less than six (6) years from the date of final payment to the Agency, the Agency's records and accounts pertaining to this Agreement and accounting therefor are to be kept available for inspection and audit by the County, as well as the state and federal governments, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period otherwise provided for herein.

## 9. INDEMNIFICATION.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Agency. In addition, at the County's option, the Agency shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Agency or its Subcontractors, and the Agency, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost, including attorney's fees, arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Agency. In addition, the County shall be entitled to recover from the Agency its attorney fees, and costs incurred to enforce the provisions of this section. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

## 10. AMENDMENTS AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Proposed changes shall not be effective unless and until they are mutually agreed upon and incorporated by written amendment signed by authorized representatives of both Parties to this Agreement.

## 11. LEGAL RELATIONS

11.1 No Third-Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

11.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

11.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

11.6 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

11.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.

11.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party, which consent may be withheld in that Party's sole and absolute discretion.

11.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and permitted assigns.

11.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.

11.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

11.12 Survival. The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

## 12. NONDISCRIMINATION AND COMPLIANCE WITH APPLICABLE LAWS

The Agency shall comply with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination and shall require the same of any subcontractors providing services or performing any of the work using Vehicles or funds provided under this Agreement.



- 12.1 Nondiscrimination in Employment. During the Term of this Agreement, the Agency shall not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age, except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- 12.2 Equal Employment Opportunity Efforts. The Agency will undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. The Agency's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
- 12.3 Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's Equal Benefits ("EB") ordinance, and related administrative rules adopted by the County Executive, as a condition of this Agreement, the Agency shall not discriminate in the provision of employee benefits between employee with spouses, and employees with domestic partners during the Term of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement and may subject the Agency to administrative sanctions and remedies for breach.
- 12.3.1 EB Worksheets and Declaration. The Agency shall complete a Worksheet and Declaration form for County review and acceptance prior to Agreement execution. The EB compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.
- 12.4 Nondiscrimination in Subcontracting Practices. During the Term of this Agreement, the Agency shall not create barriers to open and fair opportunities to participate in County agreements or to obtain or compete for agreements and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age, except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- 12.5 Compliance with Non-Discrimination Laws and Regulations. The Agency shall fully comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination and shall not deny participation in or the benefits of its services, programs, or activities to people with disabilities on the basis of such disability. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Restoration Act of 1987, and the Americans with Disabilities Act of 1990 ("ADA"). In addition, King County Code chapters 12.16, 12.17, and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. The Agency shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement. Failure to comply with this section shall be a material breach of this Agreement.

12.6 Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Agency to utilize small businesses, including Small Contractors and Suppliers ("SCS") and minority-owned and women-owned business enterprises ("OMWBE") in County agreements. The County encourages the Agency to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdec>.

12.7 Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of the Agreement, for which the Agency may be subject to damages, withholding of payment(s) and any other sanctions provided for by contract and/or by applicable law.

### 13. 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.

Metro Transit: Metro CAT Program Manager  
MS: KSC-TR-0800  
201 S. Jackson St.  
Seattle, WA 98104

The Agency: City of Pacific  
Attn: Darcie Thach  
100 3<sup>rd</sup> Ave SE  
Pacific, WA 98047

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.

### 14. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by this reference as if fully set forth herein:

Exhibit A – *Vehicles*

Exhibit B – *Maintenance Requirements*

Exhibit C – *Permitted Use of Vehicles*

Exhibit D – *Community Access Transportation (CAT) Program Guide*

Exhibit E – *Insurance Requirements*

Exhibit F – *Driver Eligibility and Training Requirements*

Exhibit G – *CAT Program Monthly Report*

Exhibit H – *Monthly Reimbursement Request (together with Attachment 1: Allowable Expenses)*

Exhibit I – *Daily Trip Log*

Exhibit J – *CAT Defective Equipment Report*

**15. EXECUTION OF AGREEMENT – COUNTERPARTS**

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative as of the latest date written below.

KING COUNTY METRO

CITY OF PACIFIC

DocuSigned by:

*Chris O'Claire*

6629CF2A18F148D...

~~XXXXXXXXXXXX~~

~~Manager of Contract Services~~

Chris O'Claire  
Director - Mobility Division

DATE: 2/7/2022

*Leanne Guier*

Leanne Guier  
Mayor

DATE: 11/22/21

*Community Access Transportation Agreement*

**EXHIBIT A**

**VEHICLES**

**VEHICLE DESCRIPTIONS**

The following vehicles are subject to this Agreement:

Vehicle	Vehicle
2017 Candidate II	

The County may substitute, add or subtract vehicles at their discretion.

*Community Access Transportation Agreement*

**EXHIBIT B**

**MAINTENANCE REQUIREMENTS**

**A. MAINTENANCE REQUIREMENTS**

1. The County shall be responsible for maintaining and mechanically repairing the vehicle(s), including all associated equipment, (radios and mobility lifts, if applicable) on the vehicles. The Agency is responsible for scheduling routine maintenance on a regular cycle with their assigned Service Provider. The Agency shall bring vehicles to the facility designated by the County for maintenance on the schedule established by the County, and pick up vehicles when work is complete. For any unscheduled maintenance or repair needs the Agency must follow the maintenance procedures in the current program manual, which is attached as Exhibit D, and use the CAT Defective Equipment/Repair form, which is attached as Exhibit J. For all scheduled maintenance, the County shall provide a back up vehicle of similar size (including wheelchair tie-down capacity, if applicable).
2. For unscheduled maintenance needs, the County shall provide a back up vehicle of similar size (including wheelchair tie-down capacity, if applicable). Any vehicle needing what the County determines to be excessive repairs may be subject to repossession by the County or may result in termination as provided in this Agreement.
3. The Agency shall provide a copy of the current program manual, which is attached to this Agreement as Exhibit D, to all drivers and monitor drivers to insure they are in compliance with program manual procedures. The Agency shall purchase fuel and perform routine checks of the vehicle operating systems, including ensuring that all fluids (engine oil, transmission fluid, and window washing fluid) remain at level specified by the vehicle manufacturer; all lights, signals and audible warning systems remain operational; and tire pressure is maintained at the level specified by the tire manufacturer. The Agency shall be responsible for cleaning and maintaining the cleanliness of the interior and exterior of each Vehicle(s). The Agency may handle minor maintenance expenses that are covered in Exhibit H that cost under \$300. Minor maintenance expenses may be reimbursed using the reimbursement request form, which is attached as Exhibit H.
4. 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.
5. For major vehicle breakdowns, the County will provide roadside assistance and stranded passenger transportation through the Access Service Providers from 5:00AM to Midnight. If a roadside emergency occurs, the Agency should contact their assigned Service Provider. For minor breakdowns that can be repaired quickly and economically (under \$300), such as flat tires, agencies should use available services in their area and submit the expense for reimbursement.

**B. REPAIR**

1. Vehicles with significant dents (2" long X ½" or greater deep X 2" or greater wide), significant scrapes or cracked windows shall be repaired by the Agency within 60 Days of the incident. The County may inspect vehicles at any time and at its sole discretion have a vehicle removed from service.

**C. VEHICLE CLEANING**

1. The Agency shall ensure that on a daily basis, the vehicles' interiors are swept, dusted, spot-mopped and the trash emptied, including cleanup of any accidental spills. The Agency shall also, on a weekly basis, ensure that the interiors of all vehicles are clean, the windows and seats cleaned, and the driver's area cleaned. The Agency shall also ensure that the reachable exteriors of all vehicles are washed at least monthly, with more frequent washing as may be required during periods of inclement weather. Less frequent washing may be approved by the County during a water shortage. The Agency shall ensure that, on a monthly basis, the interiors of all vehicles are fully and thoroughly cleaned (with disinfectant) throughout including dashboard, ceilings, walls and all other interior areas and surfaces.
2. The Agency shall ensure that any vehicle that has been marked with graffiti is removed within seven days.

*Community Access Transportation Agreement*

**EXHIBIT C**

**PERMITTED USE OF VEHICLES**

- 1) The Agency shall use the vehicles subject to this Agreement to transport seniors or people with disabilities.
- 2) All trips provided shall either begin or end in King County. The vans cannot leave the state or travel outside a 100-mile radius of the Agency or travel through mountain passes during adverse weather conditions. The Agency must notify the Community Access Transportation Program Coordinator in advance if the van is going to be used between Midnight and 5:00 AM. 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 childcare center, address). Children must be transported in accordance with federal, state and local laws and must be provided child restraint seats. A parent, legal guardian or Agency chaperone of a child must accompany their child during any trip in the van. The Agency is responsible for conducting a thorough background check for all agency chaperones prior to the chaperones assisting with the transportation of any children.
- 4) Agency shall provide all drivers with a copy of the Community Access Transportation (CAT) Program Guide, which is attached as Exhibit D, and shall review the manual with each driver.
- 5) Agency 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
- 6) 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 to the Community Access Transportation Program within 24-hours either by phone, 206-263-1082 or FAX, 206-205-6490.
- 7) 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 their assigned Service Provider.

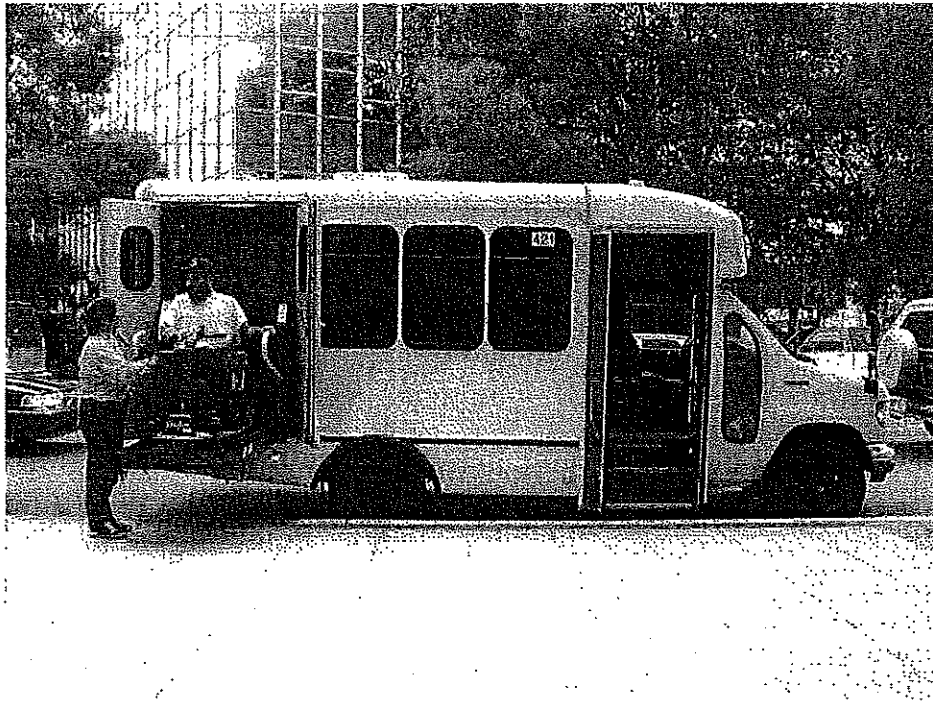
*Community Access Transportation Agreement*

**EXHIBIT D**



**Community Access Transportation (CAT)**

**Program Guide**  
**2022**





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## **Section 1: Introduction**

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Community Access Transportation (CAT) expands transportation options for people with disabilities, seniors, and others with special transportation needs by developing partnerships with community agencies and businesses. Metro has programs that provide either vehicles and/or operating expenses to assist partners in setting up their own transportation programs. Agencies and businesses benefit because they can customize their transportation programs to meet their needs. The community benefits because more rides can be provided by these cost-effective providers.

## Section 2: Roles and Responsibilities

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**Driver:** The driver is responsible for the following:

- Driving the van safely
- Inspecting the van
- Maintaining the van
- Handling emergencies and breakdowns
- Working with the Agency Program Coordinator
- Being punctual:
  - \* Make sure you know in which city the rider lives
  - \* Locate addresses on a map or in your head if you are familiar with the area. (Watch out for subtle distinctions, i.e. Street vs. Avenue, South vs. Southwest.)
  - \* Note any comments listed next to the rider's name which indicate client's mobility and any special needs they may have

**Riders:** The riders are responsible for the following:

- Observing the guidelines (i.e. not eating, drinking or smoking in the van) established by the agency
- Helping keep the van clean
- Orderly conduct

**Agency Program Coordinator:** The Agency Program Coordinator is the primary program contact. The Agency Program Coordinator is responsible for managing the Agency program:

- Recruiting drivers
- Reporting monthly program information
- Managing service routes/schedules
- Keeping daily vehicle records, documenting vehicle mileage and rider information
- Scheduling routine maintenance
- Coordinating driver training in compliance with the agreement
- Sending current certificates of insurance to CAT Program Manager
- Have vehicle emission tested each year

**CAT Program Manager:** The CAT Program Manager is the liaison for ongoing support of Community Access Transportation programs. The CAT Program Manager is responsible for:

- Communicating program information to the Agency
- Monitoring contract compliance
- Distributing service-related equipment and materials
- Providing technical assistance to partners

- Answering maintenance questions
- Tracking maintenance cost and schedules
- Coordinating vehicle utilization and replacement
- Tracking accidents, incidents, and complaints

The CAT Program Manager is **Harold Davis**  
Telephone number **(206) 477-2802 or cell (206) 510-2233**

**CAT Fleet Coordinator:** The CAT Fleet Coordinator is responsible for scheduling and addressing vehicle/service for:

- all maintenance
- roadside assistance for major repairs in King County
- stranded passenger transportation for King County
- Note: all expenses for roadside assistance for vehicles that breakdown outside of King County must be covered by the agency.

The CAT Fleet Coordinator is **Chaniquia Riggins**  
Telephone Number **(253) 398-2474**

**CAT Maintenance Service Providers:** The Maintenance Service Provider is responsible for the maintenance of your vehicle:

Maintenance Service Providers operate from 5AM to Midnight each day only within King County. Each agency is assigned a Maintenance Service Provider based on their geographic location:

**South King County**  
MV Transit  
8657 190th St  
Kent, WA 98031  
Max Prasad  
253-859-8888

**East King County**  
MV Transit  
2000 118<sup>th</sup> Ave SE  
Bellevue, WA 98005  
Currently Closed

**South Seattle**  
Solid Ground  
8100 8<sup>th</sup> Ave S  
Seattle, WA 98108  
Miguel Rodriguez  
(206) 716-3840

**North Seattle**  
MV Transit  
16325 5<sup>th</sup> Ave NE  
Shoreline, WA 98155  
Allen Dill  
425-363-6090

### Section 3: Knowing Your Van

The van is equipment on loan from Metro. It represents a significant investment that needs to be protected through regular inspections, maintenance and proper operation.

The maintenance of your van is especially important. Lack of attention to details can cause the CAT Program costly mechanical repairs and cause your riders delays and inconvenience.

#### Inspecting Your Van:

- Be thorough
- Don't assume anything
- Don't rush
- Have someone else check along with you
- Don't wait to fix a problem

There are three kinds of inspections:

- Daily
- Weekly
- Monthly

**Van Inspection Chart**

Daily	Weekly	Monthly
Inspect: Horn 4-way Flashers Exterior Gauges Wheel lug nuts Emergency Brake First Aid kit Manual WC lift tool Tires Mirrors Headlights Windows Seat Belts Interior Wheelchair lift  Observe while Driving: Service Brakes Steering system Exhaust system/Muffler Fuel System	Check fluids: Oil Coolant/antifreeze Windshield Power steering Transmission Brake  Other weekly inspection items: Tire pressure Battery Air System Heater/AC System Wiper/Blades	Complete Daily and Weekly inspection checks; Check the following: Tire tread Wiper fluid Belts and hoses Lights Other equipment (spare tire and jack, chains, emergency triangle kit)

## Daily Inspection:

Inspect the vehicle daily before starting it. Check the following:

### Exterior

- Is there any observable body damage?
- Are there any obstacles in the path of the vehicle?
- Is there any fluid on the ground?
- Are there any flat tires or loose lug nuts?

### Lights

- Make sure the following operate properly: headlights, taillights, turn signals, emergency flashers, marker lights, interior lights, and backing lights

### Gauges

- Are gauges within the normal range? (check after a 30-second warm up)
- Are they operating correctly?
- Are there any irregularities?

### Tires

- Are there any cuts or foreign objects stuck in the tread?
- Are the wheel covers tight?

### Mirrors

- Are they clear of ice, snow, and condensation?
- Are they adjusted properly?

### Windows

- Are they clean and clear of fog, ice and/or snow?
- Are they free of cracks or rock chips?

### Seat Belts

- Are they operational and easily accessible?
- Are they free of wear and tear along the edges?

### Interior

- Is the interior of the van clean and free of debris?
- Is there a litter bag and a place to store small articles?
- Are the floor-tracks for wheelchair tie-downs free of debris?

### Wheelchair Lift:

- Did you test the wheelchair lift? Is it in good working order?
- Do the lights above and below the wheelchair door illuminate?

While you're driving, you'll be able to check the following mechanical equipment:

#### Brakes

- Are the brakes working properly?
- Is there any squeaking or unusual noise?

#### Steering

- Is the van tracking in a straight line?

#### Exhaust System and Muffler

- Is the exhaust system making noise?
- Is there an odor of exhaust fume in the vehicle?
- Are there excessive fumes from the muffler?

#### Fuel Systems

- Are there excessive fumes from the fuel system?

#### Air System

- Ensure that the following operate properly: heater, defroster and air conditioner

### **Weekly Inspection:**

The weekly inspection items mainly involve checking the fluids used by your van. Develop a routine to check the level of the following fluids:

#### Oil

- Are there any evident leaks in the motor area or on the ground?

#### Coolant/Antifreeze

- Is the level between the minimum and maximum indicator on the surge tank?

#### Power Steering Fluid

- The level can be read when hot or cold

#### Transmission Fluid

- The fluid should have a pinkish color
- It shouldn't have a burnt odor (check with motor running)

#### Brake Fluid

- Is the fluid filled to the top?
- Don't overfill

#### Tire Pressure

- The correct pressure is found in your driver's manual
- Check inner and outer tires when they're cold
- Use a tire gauge
- Check lug nut indicators for alignment

#### Battery

- Check that the cable is tightly attached to the terminals
- Make sure that the cables and terminals are free of corrosion

#### Monthly Inspection:

This inspection should include all the daily and weekly items in addition to the following items:

#### Tire Tread

- Measure the tread depth by using a penny. Insert the penny upside-down (inserting President Lincoln's head into the tire's tread). If President Lincoln's entire head is showing, it's time to replace your tires
- Look for signs of damage or uneven wear as follows: cuts to the side, bulges, deep bruises, or exposed ply or cord

#### Wipers

- Replace worn or stiff blades
- The wiper arms should be tight against the windshield

#### Belts and Hoses

- Check the belt tension
- Look for cracks or holes in hoses
- Make sure that the clamps are tight

#### Other Equipment

- Ensure that the spare tire and jack are serviceable
- Make sure that your traction chain adjusters are ready
- Check that the chains are ready to use
- Ensure that the triangle kit is located in a readily accessible place in the van
- The fire extinguisher pressure gauge should register in the green area

#### Maintaining Your Van:

In addition to the regular inspections, there are some simple things you can do to protect the van:

#### Appearance:

The appearance of the van is important. It affects your passengers' comfort and satisfaction. A well-kept van is more likely to create a favorable impression with the general public. Remember to do the following:

- Wash the van at least twice a month
- Report damage at the time it occurs
- Make sure lights, reflectors, and windows are in good repair

#### Preventative Maintenance:

Preventative maintenance for your van is scheduled based on mileage and time, whichever comes



first. There are four types of preventative maintenance (based on mileage or time that vary by vehicle year and type). Agencies need to schedule service before they are past due with their maintenance service provider:

- Type A Lube, oil change, safety inspection, and needed repairs
- Type B Everything in Type A, plus a tune up if necessary
- Type C Transmission service
- Type E Engine tune & Cooling System

#### **Scheduling your Preventative Maintenance and Unscheduled Maintenance Needs:**

To schedule your maintenance, you'll need to do the following:

- Call the CAT Fleet Coordinator
- Bring the van to the service garage
- Complete a Defective Equipment Report and email to service provider and CAT Program Manager

The County shall provide a back-up vehicle of equal seating (including wheelchair tie-down capacity, if applicable) or larger. For unscheduled maintenance needs the County shall provide a back-up vehicle *whenever possible*.

The Agency should handle minor maintenance expenses under \$300 and submit them for reimbursement with their monthly report.

#### **Service Loaners:**

- Loaner vehicles must be returned in the same condition as they were received.
- Service providers will check-out and check-in loaner vehicles similar to the rental car process. A vehicle check-out form will be provided by the service provider and should be signed by your driver and the mechanic.
- Fuel level (at  $\frac{3}{4}$  tank), interior cleanliness and vehicle exteriors will be inspected by the service provider.
- Please remember to replace the amount of fuel used by your agency before returning the vehicle.
- If loaner vehicles are not returned in the same condition as they were received, service providers can ask drivers to replace the gasoline and/or clean the vehicle.

#### **Vehicle Drop-Off/Pick-Up Procedures:**

1. Drop off Vehicle for Repair/Pick-up Loaner:
  - a) When the CAT agency Driver enters the shop to deliver a vehicle for service, they will contact the Contractor's on-site representative and be greeted promptly and courteously.
  - b) The service transaction shall be initiated within (3) three minutes of the CAT agency Driver's arrival and handled efficiently.
  - c) The CAT agency Driver will turn over the keys, and the defective equipment

report (DER) indicating any problems with the vehicle.

- d) The Contractor shall provide the loaner vehicle to the CAT agency Driver.
- e) The Contractor shall move the agency logo sign from the CAT agency vehicle to the loaner vehicle.
- f) Both parties shall perform a vehicle walk around inspection of the dropped off and loaner vehicle and complete the pick-up/drop-off inspection form.
- g) Drop-off Loaner/Pick-up Returned Vehicle:

When picking up vehicle the CAT Driver shall receive:

- a. A copy of the repair order in the vehicle.
- b. A copy of the Driver's original DER in the vehicle.
- c. A date for routine preventive maintenance.

When the CAT agency Driver returns the loaner vehicle, he or she will give the keys to the Contractor's representative.

Vehicles shall be returned to the CAT agency Driver in the same or better condition of cleanliness than when they were received.

VI) The CAT agency Driver should inform the Contractor's representative about any problems with the loaner vehicle either verbally or via a defective vehicle report form.

The Contractor shall inspect the loaner vehicle and inform the CPM if the loaner vehicle requires service.

Both parties shall perform a vehicle walk around inspection of the loaner and returned vehicle and complete the vehicle pick-up/drop-off inspection form.

#### **Defective Equipment Report:**

Whether your van is in the garage for scheduled maintenance or because of a mechanical problem, you should fill out a Defective Equipment Report and either bring it with you and give it to the mechanic or email it the provider (always email a copy to the CAT program coordinator). Be specific in your description, even if you have already called and mentioned it previously.

Copies of the Defective Equipment Report form can be found on the last page.

**Maintenance Facilities:**

**South King County maintenance garage:**

**MV Kent**

8657 190th St

Kent, WA 98031

Kent Maintenance Manager

Max Prasad

253-859-8888

**East King County maintenance garage:**

**MV Bellevue**

2000 118<sup>th</sup> Ave SE

Bellevue, WA 98005

Bellevue Maintenance Manager

Currently closed

**South Seattle maintenance garage:**

Solid Ground Transportation

8100 8<sup>th</sup> Avenue South

Seattle, WA 98108

Seattle Maintenance Manager

Miguel Rodriguez

(206) 716-3840

**Shoreline maintenance garage:**

**MV Shoreline**

16325 5<sup>th</sup> Ave NE

Shoreline, WA 98155

Shoreline Maintenance Manager

Allen Dill

206-363-6090

## **Section 4: Operating Your Van**

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Driving a van is very different than driving a car. The increased height, length, and weight of a van require you to be especially careful to ensure the safety and comfort of your riders. There are some simple but important habits to observe when the van is in operation.

### **Driving Habit 1. Turning Room**

Give yourself plenty of room. The turning radius of the van is greater than that of a regular vehicle.

- Reduce speed
- Start your turn farther forward into the intersection
- Make a square or wider turn
- Look through the turn

### **Driving Habit 2. Height and Width Restriction**

Always observe the height and width restrictions on the van.

- They're tall (clearance of 11 feet)
- They're longer than the average car (over 21 feet long)
- They're wide (at least 8 feet with the mirrors on each side)
- They can provide a visibility challenge for the driver

### **Driving Habit 3. Using a Passenger as a Spotter**

Although the driver is responsible for safely navigating the vehicle at all times, using a passenger, when appropriate, who is in the vehicle as a spotter when backing up and merging to help you see what's coming may be helpful. You should avoid backing up at all times. If you must back up, remember to do the following:

- Use spotters if appropriate
- Use your mirrors
- Get out of the van and look at what's behind you
- Use hazard-warning flashers
- If there is no one to assist with backing up, limit backing distance to the length of the vehicle

### **Driving Habit 4. Merging**

When merging into traffic, remember to do the following:

- Reduce or increase your speed to create space around you
- Signal your intentions
- Use the merge lane
- Use your mirrors
- Yield the right of way

#### **Driving Habit 5. Mirrors and Scanning**

Use your mirrors at all times and scan.

- Check or "scan" the mirrors continuously for traffic hazards, etc.
- Check each mirror every 5 seconds
- Scan the roadway in front and behind you
- Look at least 12 seconds ahead for hazards, traffic, pedestrians, or changing road conditions

#### **Driving Habit 6. Parking and Securing Your Van**

Secure your van before you leave it. Never leave it running in gear. Make sure that you take the following precautions:

- Park off street
- Choose a parking space with plenty of room
- On a hill, turn the wheels so the van will roll against the curb
- Secure the van by following these steps:
  - Set the parking brake first
  - Put the transmission in park
  - Turn the electrical accessories off
  - Close all windows
  - Turn the engine off and remove the keys
  - Lock all doors
- When starting up again, release the parking brake last before leaving a parking space

#### **Driving Habit 7. Stopping and Following Distances**

Allow longer stopping and following distances. Following distance between you and other vehicles increase in a van because of its weight. You need to be constantly aware to allow for these differences.

Pick a point on the side of the road next to the vehicle ahead of you. Count 1-2-3-4 from the time that vehicle passes the point until you do. Leave at least 3 counts between you and the vehicle in front. Regardless of the speed you are traveling, this allows significant stopping distance. Vehicle speed and weight are two factors that affect your ability to stop in time. Remember the following:

- The van weighs over 9,000 pounds and takes longer to stop than a car
- Allow 3 to 4 seconds following distance between your van and the vehicle in front

- Increase that distance when driving under the following conditions:
  - In adverse weather
  - On rough and curving roads
  - When the van tires are not new

### **Driving Habit 8. Use of Seat Belts**

Drivers and riders must use seat belts at all times.

- Make sure all the seat belts are in good operating order
- Make sure they're available for use
- Ask all passengers to keep them fastened. Offer assistance as necessary

### **Driving Habit 9. Loading and Unloading Riders**

Always use extreme caution when loading and unloading riders.

- Move out of traffic
- Turn on hazard flashers
- Park the van on a level surface and apply the emergency brake
- Turn off the engine
- Assist riders, if necessary
- Have riders walk behind the van
- Check that the passenger door is closed

## **Section 5: Handling Emergencies, Accidents, and Incidents**

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Although most of the emergencies and accidents that occur are minor, it's important that you know how to handle emergencies. Serious problems that you may encounter fall into the following two categories:

- Breakdowns
  - Broken chains
  - Flat tires
  - Electrical malfunction
  - Tire blowout
  - Frozen emergency brake
  - Loss of power assist (steering and brakes)
  - Locked keys in van
  - Engine will not start
  - Wheelchair lift will not stow
  
- Collision and Accidents
  - Minor fender benders with minor damage (less than \$1,000)
  - Major and multiple vehicle collisions and possible injuries

### **Breakdown Procedures**

For minor breakdowns that can be repaired quickly and economically (under \$300), such as flat tires, agencies should use available services in their area and submit the expense for reimbursement. In case of a major breakdown of the vehicle that requires roadside assistance or stranded passenger transportation, the Agency should call their assigned Maintenance Service Provider. The Maintenance Service Providers normal hours of operation are from 5:00AM to Midnight seven days a week. If you are unable to reach the CAT Fleet Coordinator at 253-398-2474, call the following Metro Accessible Services contacts. Let them know that you are a Community Access Transportation agency: Don Okazaki at 206-263-1082 (first alternate), Harold Davis at 206-510-2233 (second alternate) Michael Glauner at 206-510-9222 (third alternate).

Agencies must contact Metro in advance if they plan on operating vans between the hours of midnight and 5:00AM. Roadside assistance during those hours may not be available. Vans operating outside of King County are not eligible for roadside assistance by King County Metro. All expenses for roadside assistance for vehicles that breakdown outside of King County must be covered by the agency.

### **Accident Procedures**

In case of an accident where any person is taken by an ambulance for medical treatment or observation, the Agency must notify the County as soon as possible by email at [don.okazaki@kingcounty.gov](mailto:don.okazaki@kingcounty.gov) and phone at 206-263-1082. Information should include an explanation of the incident, location of the accident and an Agency contact phone number to call for additional questions.

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. The King County Metro Accident form shall be sent to the Community Access Transportation Program within 24-hours by email to [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov) or FAX at 206-205-6490.

It is important that you follow your Agency's accident procedures. Some helpful information is presented below:

1. Protect the scene
  - Turn on hazard flashers
  - Move the van out of traffic if possible
  - Make sure riders are in a safe location. Do not allow them to exit the vehicle unless remaining on board is more hazardous, i.e., still in traffic, threat of fire
  - Set up the reflectorized triangle kit on the traffic-side corner of vehicle at least 100 feet back
2. Obtain medical assistance for injured persons by dialing 911 immediately.
3. Call your Agency's Program Coordinator. The Agency Program Coordinator will notify the CAT Program Manager within 24 hours.
4. Notify the police or Washington State Patrol. Make sure you obtain the officer's name, badge number, case number, and jurisdiction.
5. Exchange information with the other driver.



## **Section 6: Reporting and Communicating with the CAT Office**

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Each agency is responsible for maintaining a Daily Trip Log to document vehicle mileage, vehicle travel and riders. A Monthly report reflecting the total number of one-way trips provided to individuals and the Daily Trip Log are due to the County by the **10<sup>th</sup> day of the following month** (a copy of the report forms are attached on the next page). Agencies may mail, fax or e-mail their reports to:

Harold Davis – Program Manager  
King County Metro CAT  
MS KSC-TR-0800  
201 S Jackson Street  
Seattle, WA 98104-3854

Fax: (206) 205-6490  
E-mail: [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov)

**Monthly Progress Report  
CAT Program**  
Due by the 10<sup>th</sup> day of the following month

Agency: \_\_\_\_\_

Staff Reporting: \_\_\_\_\_ Phone: \_\_\_\_\_

FAX: \_\_\_\_\_ e-mail: \_\_\_\_\_

Monthly Report Period: \_\_\_\_\_ Van# \_\_\_\_\_

**Section 1: Monthly Trips:**

a) Total Trips Provided	b) # of trips for riders with ID number	c) # of trips for riders w/o ID Number (60+) or disabled	d) # of trips for riders w/o ID Number under 60

Note 1: A round-trip should be recorded as 2 passenger trips provided

Note 2: Box 1a = (1b + 1c + 1d)

**Section 2: Monthly Miles:**

a) # of miles traveled for transporting passengers*	
b) # of miles traveled for business use (IE: maintenance/repairs)	
c) Total Number of Miles Traveled (2a + 2b = 2c)	
d) End of the Month Odometer Reading	

Note: \*For example, miles traveled from agency to customer's house and back to agency OR miles traveled from group home to grocery store and back to group home.

**Section 3: Monthly Trips Involving Lift use:**

a) Total Number of Lift Deployment	
------------------------------------	--

Note: a round-trip should be recorded as 2 lift deployments

Send report by the 10<sup>th</sup> day of the month via e-mail, fax or mail:

- [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov)
- Fax: 206-205-6490

## Instructions for Daily Trip Log

### 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.

The Daily Trip Log should list:

- name of rider
- the pickup location and time
- drop off location and time
- lift use (yes or no)
- ID Number

3. The trip duration (in minutes) should be recorded in the Trip Time column.

An example is shown below:

Name	Pick Up	Drop Off	Pick Up Time	Drop Off Time	Trip Time		ID Number
Pat Smith	1200 1 <sup>st</sup> Ave. N.	Wallingford SS	4:00 pm	4:25 pm	25 min.	N	None
Jamie Jones	1400 3 <sup>rd</sup> Ave. N.	Wallingford SS	4:05 pm	4:25 pm	20 min.	Y	A000007

Daily Trip Log  
CAT Program

Agency \_\_\_\_\_ Month \_\_\_\_\_

Driver \_\_\_\_\_ Van # \_\_\_\_\_

Beginning Odometer \_\_\_\_\_ Ending Odometer \_\_\_\_\_ Total Miles \_\_\_\_\_

	Name	Pick Up Location	Drop Off Location	Pick Up Time	Drop Off Time	Trip Time	ID Number
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

## Section 7: Contacts

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### **CAT Program Manager**

Harold Davis  
201 S Jackson St - MS KSC-TR-0800  
Seattle, WA 98104-3854  
(206) 477-2802 office; (206) 510-2233 cell  
E-Mail: [harold.davis@kingcounty.gov](mailto:harold.davis@kingcounty.gov)

### **Emergency Road Side Assistance (5:00 a.m. – Midnight)**

For major breakdowns in King County that requires roadside assistance or stranded passenger transportation, call the CAT Fleet Coordinator at (253) 398-2474. If they are not available, contact Don Okazaki at 206-263-1082 (primary alternate), Harold Davis at 206-510-2233 (second alternate), or Michael Glauner at 206-510-9222 (third alternate). King County does not provide emergency roadside assistance outside of King County.

### **South King County maintenance garage:**

**MV Kent**  
8657 190th St  
Kent, WA 98031  
Max Prasad  
253-859-8888

### **East King County maintenance garage:**

**MV Bellevue**  
2000 118<sup>th</sup> Ave SE  
Bellevue, WA 98005  
Currently closed

### **South Seattle maintenance garage:**

Solid Ground Transportation  
8100 8<sup>th</sup> Avenue South  
Seattle, WA 98108  
Miguel Rodriguez  
(206) 716-3840

### **Shoreline maintenance garage:**

**MV Shoreline**  
16325 5<sup>th</sup> Ave NE  
Shoreline, WA 98155  
Allen Dill  
206-363-6090

**DEFECTIVE EQUIPMENT REPORT**

Equipment No.	Make	Driver	Phone	Drivable <input type="checkbox"/> Yes <input type="checkbox"/> No	Date
License No.	Mileage	Department	Where Parked Now		Time

**To be completed by operator**

Priority 1 2 3 (circle one)

Describe problem(s)	(Please indicate any repeats)	<input type="checkbox"/> PM Due
Requested by:		

**To be completed by Fleet Service Personnel**

All Above Repairs Were Completed – State Any Exceptions and Reasons.			
	Mechanic's Signature	Date	Time

## **Community Access Transportation Agreement**

### **EXHIBIT E**

#### **INSURANCE REQUIREMENTS**

##### **Evidence and Cancellation of Insurance**

- A. Prior to execution of the Agreement, the Agency shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall 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 County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Agency shall, upon request of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Agency's Work hereunder in accordance with Agreement provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Agreement shall not relieve the Agency from its insurance obligations hereunder.

##### **Insurance Requirements**

- D. The Agency shall obtain and maintain the minimum insurance set forth below.
  - 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 Agreement. 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 shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Agreement.
  - For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

E. Minimum Limits and Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability: \$5,000,000 per occurrence limit for bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$5,000,000 aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01, or its substantive equivalent, covering Commercial General Liability. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.
2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services office form number CA 00 01, covering symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Such limits may be satisfied with the sue of an umbrella or excess liability policy, which is at least as broad as the underlying policy.
3. Workers' Compensation  
Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.
4. Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as 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.
5. Fidelity and Crime Coverage: Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty with minimum limits of \$100,000. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or substantive equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10.
6. Property Coverage: Coverage for all Property to include vehicles provided by the County. Coverage may be provided via a Property, Auto Policy, or Inland Marine Form and shall be written on a replacement cost basis.

F. Deductibles and Self-Insured Retentions



Any 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.

G. Other Insurance Provisions

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

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insured, for full policy limits, as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Agreement. Additional insured status shall include Products-Completed Operations. All additional insured endorsements shall be filed with the certificate of insurance.

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 insurance or benefit the Agency in any way.

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.

H. Acceptability of Insurers

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 one of the foregoing policies shall fail to meet the above stated requirements, 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.

I. Subcontractors

The Agency shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor.

**Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

J. Work Site Safety

The Agency shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Agency shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors.

The Agency shall be responsible for the Subcontractor's compliance with these provisions.

**Community Access Transportation Agreement**

**EXHIBIT F**

**DRIVER ELIGIBILITY AND TRAINING REQUIREMENTS**

- A. The Vehicle(s) shall be operated only by drivers who are at least 21 years old and who have a current and unrestricted Washington State driver's license and have driven for at least five (5) years. Restrictions for glasses or contact lenses are acceptable.
- B. All drivers must clear a criminal history check and Washington State Department of Licensing record check prior to independently operating the Vehicles. Drivers must not have been convicted of a felony offense involving theft, fraud, burglary, robbery, crimes against children or adults or any such similar offense, and must have no convictions for any other felony offense within the previous ten (10) years. In addition, drivers must have no convictions of a serious traffic violation, including but not limited to any of the following violations within the past five (5) years:
- Driving while under the influence of drugs or alcohol
  - Leaving the scene of an accident (hit and run)
  - Using a commercial vehicle in the commission of a crime
  - Reckless driving and or reckless endangerment
  - A suspended license for moving violations
  - Negligent driving
  - Vehicular homicide or vehicular assault
  - More than one "at fault" accident
  - Open container
- C. The Agency shall designate at least one (1) agency representative who will serve as the Agency Driver Training Coordinator. The Agency Driver Trainer Coordinator will participate, demonstrate and prove efficiency in a train-the-trainer course provided by the County and be responsible for:
- providing driver training instruction and materials to drivers;
  - distributing and scoring written tests as specified in the training course;
  - reviewing drivers and their ability to perform driving procedures specified in the training course;
  - documenting driver performance during and after training, which they will store at their office and make available to the County upon request;
  - coordinating and administering driver training refresher courses for drivers already trained;
  - completing train-the-trainer training within sixty (60) days of the start of this Agreement, or provide adequate proof and documentation to the County's satisfaction that the training has already been provided;
  - training and approving all current Agency drivers within sixty (60) days of the start of this

Agreement;

- training and approving all new Agency drivers added to this program after the start of this Agreement, before they are allowed to operate any County owned vehicles;
- providing refresher training instructions and test to trained drivers every twenty-four (24) months;
- other assigned tasks as designated at the train-the-trainer course.

D. The Agency shall train drivers in the following areas:

1. Safe operation of the vehicle and its equipment including wheelchair lift if appropriate and safety restraint system.
2. Passenger assistance and sensitivity.
3. Defensive driving skills.
4. CPR.

E. The Agency may use existing driver training resources such as the National Safety Council/Evergreen Safety Council's Defensive Driving Course or the training resources offered by the County to meet the four training requirements listed in Paragraph D.

F. Drivers may not operate a County-owned Vehicle unless they meet the following requirements:

- currently certified for CPR (certification card may not be expired);
- completed the County approved Driver Training course or Driver Training Refresher Course;
- met all driver requirements specified in this Agreement.

G. The Agency shall submit to the County information on all drivers and driver training upon request including, but not limited to:

- (1) Personal information such as name, date of birth, driver's license number and date of issue.
- (2) Criminal History and Department of Licensing Record Check results.
- (3) Training information such as the dates of all required and other training.
- (4) Other safety and driver-related information as requested by the County.

**Community Access Transportation Agreement**

**EXHIBIT G**

**CAT PROGRAM MONTHLY REPORT**

Invoice Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Staff Reporting: \_\_\_\_\_ Phone: \_\_\_\_\_

FAX: \_\_\_\_\_ e-mail: \_\_\_\_\_

Monthly Report Period: \_\_\_\_\_ Van# \_\_\_\_\_

**1. Monthly Trips Provided:**

	Access Eligible Registered Riders	Non-Access Eligible Seniors (60+) and people with disabilities	Other Riders:	TOTAL
a) Total Number of Passenger Trips Provided				

Note: A round-trip should be recorded as 2 passenger trips provided

**2. Total Monthly Miles:**

a) # of miles traveled for transporting passengers*	
b) # of miles traveled for business use (gas, maintenance, etc.)	
c) Total Number of Miles Traveled (2a + 2b = 2c)	
d) End of the Month Odometer Reading	

Note: \*For example, miles traveled from agency to customer's house and back to agency OR miles traveled from group home to grocery store and back to group home.

**3. Total Trips Involving the Use of the Lift:**

a) Total Number of Lift Deployments	
-------------------------------------	--

Note: a round-trip should be recorded as 2 lift deployments

**Send report by the 10<sup>th</sup> day of the month via e-mail or FAX:**

- [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov)
- 206-205-6490

**Community Access Transportation Agreement**

**EXHIBIT H**

**MONTHLY REIMBURSEMENT REQUEST**

One of the most important tasks that are required of the Community Access Transportation program is keeping good records of budgets and funds. The program is funded through the County and/or other funding partners and we need to ensure that expenses that are made in the project have an appropriate audit trail.

A list of expenditures that are eligible for reimbursement and those that are not are attached. The County will provide reimbursement only for those costs that are termed "Reimbursable Expenses." (See Attachment 1: Allowable Expenses)

In order to claim reimbursement from the County, agencies need to complete the Monthly Reimbursement Request form.

Directions:

- A. Complete your Agency information.
- B. Identify the month for which the expenditures are being reported. This should be the month in which the expenditure was actually made.
- C. List the allowable expenditures and monthly amount. For example:
  - Gasoline                 \$300
  - Insurance                \$100
- D. Total all monthly reimbursable expenses.
- E. Return to the County by the 10th day of the month by e-mail at [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov)

Questions: Call (206) 263-1082

**Community Access Transportation Program  
Monthly Reimbursement Request**

Invoice Date:  
Agency Name:  
Mailing Address:  
City, State, Zip:  
Staff Contact:  
Phone:  
FAX:  
E-mail:  
Period (Covering Month of):

**Agency Reimbursable Expenditures**

<u>Reimbursable Operating Expenses</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
<b>Sub Total:</b>	<input type="text"/>
<b><u>Reimbursable Roadside Assistance/maintenance</u></b>	
_____	_____
_____	_____
_____	_____
<b>Sub Total:</b>	<input type="text"/>
<b>Total Reimbursable Expenses:</b>	<input type="text"/>

Note: attach a copy of the original itemized invoice

**Send report by the 10<sup>th</sup> day of the month via e-mail or FAX:**

- [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov)
- 206-205-6490

*Community Access Transportation Agreement*

## ATTACHMENT 1

### ALLOWABLE EXPENSES

The Community Access Transportation program is funded by King County's Community Access Transportation Program and/or other funding partners. The following list provides examples of allowable expenses agencies may submit for reimbursement during their agreement with the County under the program:

- Fuel
- Insurance
- Drug Testing
- Cell phones
- Cleaning fees
- Child/infant seats
- Printing costs for brochures and other informational pieces
- Salaries/benefits for time spent by employees related to transportation service
- Other miscellaneous expenses pre-approved by the County related to operating a transportation service

Allowable routine maintenance and Roadside emergency expenses:

- Fluids (engine oil, transmission fluid, and window washing fluid) all lights, signals and audible warning systems and wiper blades.
- Minor roadside assistance expenses under \$300, such as flat tire repairs and battery recharging.

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

- Food costs for drivers
- Costs for social events
- Traffic fines or penalties incurred by the drivers
- Fund raising costs (if a private organization)

For questions about the report form and reimbursable expenses under the Community Access Transportation Program, please call (206) 263-1082 or e-mail to [partnerships@kingcounty.gov](mailto:partnerships@kingcounty.gov).



*Community Access Transportation Agreement***EXHIBIT I****DAILY TRIP LOG****Daily Trip Log**

4. 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.
5. 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.

The Daily Trip Log should list:

- name of rider
- the pick-up location and time
- drop-off location and time
- lift use (yes or no)
- ID Number

6. The trip duration (in minutes) should be recorded in the Trip Time column. An example is shown below:

Name	Pick Up	Drop Off	Pick Up Time	Drop Off Time	Trip Time	Lift?	ID Number
Pat Smith	1200 1 <sup>st</sup> Ave. N.	Wallingford SS	4:00 pm	4:25 pm	25 min.	N	None
Jamie Jones	1400 3 <sup>Rd</sup> Ave. N.	Wallingford SS	4:10 pm	4:25 pm	15 min.	N	#00001



*Community Access Transportation Agreement*

**EXHIBIT J**

**CAT DEFECTIVE EQUIPMENT/REPAIR REPORT**

**Maintenance Procedures:**

- 1) Contacts Maintenance service provider to arrange the drop-off of your vehicle and the pick-up of the loaner vehicle.
- 2) Fax defective equipment/repair report to Metro at 206-205-6490
- 3) Leave a copy of the defective equipment/repair report on the driver's seat of the vehicle.
- 4) Maintenance service provider will contact you when the vehicle is ready to be picked up.

Vehicle No.	Make	Driver	Phone	Drivable <input type="checkbox"/> Yes <input type="checkbox"/> No	Date
License No.	Mileage	Department	Where Parked Now		Time

To be completed by operator

Priority 1 2 3 (circle one)

Describe problem(s) <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	(Please indicate any repeats)	<input type="checkbox"/> PM Due
Requested by:		

**To be completed by Fleet Service Personnel**

All Above Repairs Were Completed - State Any Exceptions and Reasons. <hr/> <hr/>			
	Mechanic's Signature	Date	Time