



Western Placer
Consolidated
Transportation
Services Agency

MEMORANDUM

TO: Board of Directors

DATE: November 16, 2010

FROM: David Melko, Senior Transportation Planner

SUBJECT: RETIRED VEHICLE PROGRAM AGREEMENT WITH THE GATHERING INN

ACTION REQUESTED

Authorize the Executive Director to sign and implement the Retired Vehicle Program Agreement between the Western Placer Consolidated Transportation Services Agency (CTSA) and the Gathering Inn.

BACKGROUND

In September 2009, the Western Placer CTSA established the Retired Vehicle Program to provide surplus dial-a-ride vehicles from Placer transit operators to local social service non-profit organizations for a nominal amount for use to transport clients. As a demonstration of commitment, the non-profit organization is required to fund the vehicle's annual operating and maintenance costs, and fulfill other program obligations.

Guidelines for the Retired Vehicle Program specify eligibility requirements and application criteria, and selection criteria to be used by the CTSA. Funding for this program comes from Proposition 1B Public Transit Modernization Improvement Service Efficiency Account allocated to the CTSA.

DISCUSSION

The Gathering Inn, a social service non-profit based in Roseville, has applied for a vehicle through the Retired Vehicle Program. They have met all the requirements and guidelines, and a surplus vehicle is available from the City of Auburn.

The Retired Vehicle Program Agreement shown in Attachment 1 conforms to the guidelines adopted by the Board. Staff recommends approval.

**RETIRED VEHICLE AGREEMENT
BETWEEN THE
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY
AND THE GATHERING INN**

THIS AGREEMENT is made and entered into on December 8, 2010 by and between the Gathering Inn, and the Western Placer Consolidated Transportation Service Agency (CTSA).

1. PURPOSE:

The purpose of this Agreement is to document the terms and conditions for local non-profit community based organization(s) to receive a retired vehicle from the CTSA pursuant to a program to address unmet transit needs. CTSA supports the goal of increasing mobility options for the elderly, individuals with disabilities, and persons of limited means by working with local non-profit community based organizations that can design transportation for their own clients based upon local needs. This Agreement will: (1) reduce single occupancy vehicle trips, air pollution and traffic congestion; (2) supplement the services provided by the local public transportation systems; and (3) increase mobility options for the transit-dependent who cannot use conventional public transportation services.

2. CTSA Obligations:

- a. CTSA shall purchase a retired public transit dial-a-ride vehicle(s) from the City of Auburn. The source of funding for the retired vehicle(s) purchase will either be Transportation Development Act (TDA) Article 4.5 funds and / or Public Transportation Modernization Improvement Service Efficiency (PTMISEA) funds allocated to the CTSA by the Placer County Transportation Planning Agency (PCTPA). The cost of the vehicle shall not exceed \$4000.00.
- b. CTSA agrees to transfer title to, and possession of the vehicle(s), a 2005 Goshen Cutaway bus, bearing vehicle identification number(s) 1FDXE45575HA24298 to the Gathering Inn.
- c. CTSA retains a right to a cash payment or return of the vehicle(s) in the event Gathering Inn defaults under the terms of this Agreement.

3. Gathering Inn Obligations:

- a. Gathering Inn shall purchase the vehicle(s) for \$100.00 on an "AS IS" and "WITH ALL FAULTS" basis and agree that the CTSA has made no warranties of any kind, express or implied, regarding the retired vehicle(s).
- b. Gathering Inn shall defend, indemnify and hold harmless the CTSA, its officials, employees, agents and contractors from and against any and all liabilities, claims, actions, lawsuits, damages, losses, fines, penalties, costs and expenses of whatsoever kind and nature, which arise out of or are in any way related to, directly or indirectly, said vehicle or its use.
- c. Gathering Inn shall maintain the minimum insurance coverages set forth in Exhibit A.

- d. Gathering Inn shall take possession and title to the retired vehicle from CTSA at the time and location designated by the CTSA and transports the vehicle at its own expense.
- e. Gathering Inn shall be responsible for registering the vehicle and securing license plates at its cost for the vehicle as required by the laws of the State of California within fifteen days of execution of this Agreement. The vehicle(s) shall be registered in the name of the Gathering Inn. The vehicles(s) shall be used in compliance with all applicable federal, state or municipal statutes, laws, ordinances, rules or regulations.
- f. Gathering Inn shall pay all costs of fuel, repairs maintenance or any modification to the vehicle or installation of additional equipment. Records of maintenance and repairs shall be retained.
- g. Gathering Inn shall promptly paint at its cost, or cause to be painted, each vehicle before placing the vehicle in service, so as to eliminate confusion to the public between the Gathering Inn vehicle and public transit.
- h. Use the vehicle(s) exclusively for the purpose of providing transportation to clients, which are participants in its programs and any attendants to address the mobility needs of elderly individuals, and individuals with disabilities.
- i. The vehicle(s) shall not be used for the transportation of any hazardous materials; provided that oxygen systems or similar health equipment required by transported persons shall not be deemed hazardous materials.
- j. Operate the vehicle only by drivers who are at least 21 years old and who have a current and unrestricted California State Class B driver's license. Prior to operating the vehicle, the Gathering Inn shall ensure that drivers are trained in the safe operation of the vehicle, its equipment, passenger assistance, and defensive driving skills.
- k. Provide an average of fifty (50) one-way trips per month to clients, including elderly individuals and individuals with disabilities and shall report on the use of the vehicle, including ridership data, monthly to the CTSA for a period of up to two years in a format provided in Exhibit B.
- l. Promote regular public transit programs to its clients, with the intent of transitioning as many clients to public transit.

4. CTSA and Gathering Inn mutually agree that the:

- a. The parties have jointly inspected the retired vehicle(s) and have reviewed maintenance records and agree that the retired vehicle(s) have a minimum useful life of two (2) years.
- b. The parties agree that the Agreement is solely for the benefit of the parties hereto and gives no right to any party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement.
- c. In the event of default by Gathering Inn, the CTSA reserves the right either to demand payment of up to \$4000.00 which represents the cost to CTSA for the vehicle(s) or to demand that the vehicle be returned and the title transferred to the CTSA. The Gathering Inn agrees to either pay CTSA upon demand or transfer title and possession of the vehicle to the CTSA within fifteen (15) days after receiving written demand from the CTSA pursuant to this paragraph.

5. ASSIGNMENT:

This Agreement cannot be assigned by the Gathering Inn without the prior written consent of the CTSA.

6. DISPUTE RESOLUTION:

Any dispute, controversy, or claim arising out of or relating to this Agreement or the performance by the parties of its terms shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, provided that no such dispute, controversy or claim shall be submitted to arbitration until all parties have used all reasonable efforts to reach satisfactory resolution among themselves. California law shall govern such arbitration and the location of any arbitration shall be within Placer County, California.

7. ENTIRE AGREEMENT:

This Agreement, including exhibits, contains the entire agreement between the parties.

8. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. NOTICES:

Notices, requests, demands and other communication hereunder shall be in writing and delivered or mailed with postage prepaid as follows:

**WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE
AGENCY (CTSA) – Executive Director
299 Nevada Street
Auburn, CA 95603**

**THE GATHERING INN - Executive Director
P.O. Box 297
Roseville, CA 95678**

Or at any other address which may be given by either party to the other in the manner provided above.

10. EFFECTIVE DATE AND TERM:

This Agreement shall be effective as of the date first above written and this Agreement shall terminate after December 31, 2012.

IN WITNESS WHEREOF, and with the intent to be bound hereby, the parties hereto, by their duly authorized representatives, have executed this Agreement:

**WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY
(CTSA)**

BY: _____
Chair

Date: _____

ATTEST:

By: _____
Executive Director, Western Placer CTSA

Date: _____

THE GATHERING INN

By: _____
Chair, Board of _____

Date: _____

ATTEST:

By: _____
Executive Director, the Gathering Inn

Date: _____

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

A. General

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

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

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

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

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form covering **COMMERCIAL GENERAL LIABILITY.**

2. Automobile Liability:

Insurance Services Office form covering **BUSINESS AUTO COVERAGE,** symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

3. Workers' Compensation:

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

C. Minimum Limits of Insurance

The Gathering Inn shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, \$2,000,000 aggregate limit.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory requirements of the State of California.

D. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to, and approved by, WESTERN PLACER CTSA. The deductible and/or self insured retention of the policies shall not limit or apply to the Gathering Inn's liability to WESTERN PLACER CTSA and shall be the sole responsibility of the Gathering Inn.

E. Other Insurance Provisions

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

1. General and Automobile Liability Policy(s):
 - a. WESTERN PLACER CTSA, its officers, officials, employees, Agreementors and agents are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Gathering Inn in connection with this Agreement.
 - b. The Gathering Inn's insurance coverage shall be primary insurance as respects WESTERN PLACER CTSA, its officers, officials, employees, Agreementors and agents. Any insurance and/or self insurance maintained by WESTERN PLACER CTSA, its officers, officials, employees, Agreementors or agents shall not contribute with the Gathering Inn's insurance or benefit the Gathering Inn in any way.

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

2. All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after Thirty (30) days prior written notice has been given to WESTERN PLACER CTSA.

3. Automobile Physical Damage Coverage:

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

F. Acceptability of Insurers

Unless otherwise approved by WESTERN PLACER CTSA,

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

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

G. Verification of Coverage

The Gathering Inn shall furnish WESTERN PLACER CTSA with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by WESTERN PLACER CTSA and are to be received and approved by

WESTERN PLACER CTSA prior to the commencement activities associated with the Agreement. WESTERN PLACER CTSA reserves the right to require complete, certified copies of all required insurance policies at any time.

I. Municipal or State Provisions

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

EXHIBIT B

TRANSPORTATION MONTHLY REPORT FORM

Below is the Transportation Monthly Report Form for The Western Placer CTSA Retired Vehicle Program. The report must be sent by the 15th day after the close of the month to:

Western Placer CTSA
299 Nevada Street
Auburn, California
95603

Or FAX to: (530) 823-4036

If you have any questions, please call David Melko at (530) 823-4090, or via email at dmelko@pctpa.net.

Agency: _____

Staff Reporting: _____

Phone: _____

FAX: _____

E-mail: _____

Report Period: _____

Vehicle #: _____

1. Total Monthly Trips Provided:

	Total Riders	Seniors & Individuals w/ Disabilities	Other Riders
a. Total Number of Passenger Trips			

2. Total Monthly Miles:

a. Total Number of Miles Traveled	
b. Ending Odometer Reading	

3. Daily Trip Log:

Name	Pick Up	Drop Off	Pick Up Time	Drop Off Time	Trip Time

Use additional sheets as needed to complete the Daily Trip Log for the Monthly Report Form.