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# SAMPLE - VANPOOL SPECIAL USE AGREEMENT

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**THIS AGREEMENT** made as of the date of contract day of Month of Contract in the year 2012 ("Effective Date")

**BETWEEN**

Spokane Transit Authority ("STA")  
1230 West Boone Avenue  
Spokane, Washington 98201

and the "Service Provider": Company Name  
Address  
City, ST Zip

*STA and Service Provider agree as set forth below:*

**1.0 PURPOSE**

The purpose of this Agreement is to provide for the use of a Special Use Vanpool vehicle and set forth the duties and responsibilities of the parties.

**2.0 STA's RESPONSIBILITIES**

- 2.1 To provide one (1) 15-passenger van for use by the Service Provider.
- 2.2 To offset the monthly cost of all ADA-eligible trips in excess of the cost of an STA Paratransit pass.
- 2.3 Spokane Transit shall provide automobile liability coverage to the Service Provider through Washington State Transit Insurance Pool (Pool), of which Spokane Transit is a member. This coverage shall be to the benefit of the Service Provider, its officers, agents, employees and volunteers while acting within the scope of their duties on behalf of the Service Provider. The limits of the automobile liability coverage shall be a \$1 million per occurrence, with a \$2 million aggregate. The aggregate shall be calculated on a calendar year basis. It is understood that STA will not provide, and is under no obligation to provide, general liability insurance, Personal Injury Protection or other insurance not expressly stated to the van driver, passengers and Service Provider. This paragraph is also not intended to expand STA's liability beyond that provided by law.
- 2.4 To accept routine and preventative maintenance responsibility for the van for conditions arising out of the reasonable use and permissible usage as outlined in the operational rules enumerated in Attachment A.

- 2.5 To process and approve driver applications including motor vehicle record reports and background checks and upon approval to notify Service Provider of the status of each driver.
- 2.6 To provide driver orientation courses for all drivers who have been individually approved. Individual drivers may not operate an STA vanpool vehicle unless they have successfully completed STA's driver orientation course which will include defensive driving, equipment usage, wheelchair securement, disability awareness and emergency protocols.
- 2.7 To provide Service Provider with necessary report forms, including instructions for completion and submission schedule.
- 2.8 To establish and advise the Service Provider of a schedule for the routine servicing and maintenance of the van.
- 2.9 To provide Service Provider with instructions for fueling the van. Spokane Transit will cover the costs of all fuel.
- 2.10 To provide Service Provider with instructions for minor repair and maintenance not exceeding \$50.00.
- 2.11 To notify Service Provider of rate changes at least thirty (30) calendar days prior to the effective date of such change.
- 2.12 To provide accident investigation for any reported accident involving the vehicles.

### **3.0 SERVICE PROVIDER'S RESPONSIBILITIES**

- 3.1 To restrict and prohibit operation of the van to those drivers who have been individually trained and approved by STA to operate the van.
- 3.2 Provide Spokane Transit with current criminal background checks for all drivers, to be renewed annually.
- 3.3 To obtain and execute a driver agreement from each driver ("Driver") who has been approved and accepted by STA (see Attachment B) and to submit a copy of the executed and completed driver agreement to STA.
- 3.4 To limit usage of the van to the transportation of Service Provider clients and their families and to Service Provider staff for Service Provider business or services. Personal use of the van by anyone is strictly prohibited.
- 3.5 To abide by all operational rules established by STA, including but not limited to those enumerated in Attachment A.
- 3.6 To maintain accurate ridership records of vanpool use and submit records weekly, all records to be received by STA no later than the fifth (5<sup>th</sup>) day of the month following the month of the operation of the van. The records are deemed submitted when received by STA.

- 3.7 To procure a Paratransit monthly pass for each ADA-eligible rider. Personal care attendants are not required to have monthly passes.
- 3.8 To pay the monthly cost for all trips or partial trips where no ADA-eligible person is being transported.
- 3.9 To pay the current mileage rate as determined from time to time by STA for each mile traveled for any non-ADA-eligible trips or portions of trips.
- 3.10 When applicable to submit the appropriate payment to be received by STA on or before the fifth (5<sup>th</sup>) day of each month. Notification of any rate changes will be provided to Service Provider at least thirty (30) calendar days prior to the effective date of such change.
- 3.11 To provide off-street parking for the van when not in use.
- 3.12 To prohibit the use of drive thru's while operating a Special Use Van
- 3.13 To be responsible for and secure the van's equipment when it is not in use. The Service Provider shall be responsible for lost, stolen, or misplaced property at current rates paid by STA to replace the property, including without limitation chains, spare tire, first aid kit, fire extinguisher and other removable equipment and parts. Personal items damaged or lost are not covered by the transit agency's insurance.
- 3.14 To be responsible for the daily cleanliness of the exterior and interior of the van and for damage occurring to van due to acts or omissions of the Service Provider or Driver(s), inconsistent with the daily wear and tear on the vehicle (for example, allowing oil level to get to low, not maintaining proper air pressure in tires).
- 3.15 To obtain prior approval from STA for any expenditure relating to the van in excess of \$50.00.
- 3.16 To return the van to STA at the termination of the Agreement in as good condition as received, reasonable wear excepted.
- 3.17 The Service Provider will report to STA all vehicle driving citations for designated and authorized drivers
- 3.18 To provide all trips requested by clients on a non-discriminatory basis.
- 3.19 The Service Provider shall maintain for the duration of this Agreement insurance against claims for injuries to person or damage to property that may arise from or in connection with all aspects of the Service Provider's work, except for the automobile liability exposures associated with this Agreement. Coverage should include the following as named or additional insureds: the Service Providers agents, representatives, employees, volunteers, sub-consultants or sub-contractors. The Service provider is required to supply proof of insurance on an annual basis to STA.

- 3.20 Notify STA of any service, driver related or financial issues that may impact the Service Provider's ability to meet Agreement requirements.
- 3.21 The Service Provider will submit to STA on a three year basis the required financial viability documents.

#### **4.0 TERM**

This Agreement shall be in effect as of the date set forth above and shall continue in full force and effect for a term of **three (3) years** with annual reviews of proof of insurance.

#### **5.0 TERMINATION**

##### **5.1 Vehicle**

Either party may terminate the Agreement on thirty (30) days prior written notice or at the end of the term by giving thirty (30) days notice prior to the end of the term. Upon termination, Service Provider shall cooperate fully in returning all vanpool records and equipments and parts of the van within 48 hours of termination.

##### **5.2 Driver**

STA may revoke an individual Driver's agreement and approval for causing an accident, failure to abide by any of the program's operational rules, any moving violation, unauthorized personal use of the van, failure to abide by the terms of the Driver agreement, or for other good cause for which STA shall have sole discretion. STA shall notify the Service Provider of any such revocation of the Driver's privileges and the Service Provider shall prohibit the Driver from operating any STA van as a Driver immediately upon the receipt of such notice.

Driver may terminate his/her agreement for any reason at any time. The Service Provider shall promptly notify STA of the termination, voluntary or involuntary, of any Driver Agreement.

#### **6.0 PAYMENTS**

When applicable the Service Provider shall pay STA amounts invoiced within ten (10) days of STA's invoice. Fees for van services will begin on the date of delivery of the van. Mileage rates for the van can be changed at any time with 30 days written notice provided to the Service Provider.

#### **7.0 OWNERSHIP OF THE VAN**

The van shall be the property of STA.

## **8.0 TAXES**

STA shall have no obligation for any federal, state, or local taxes payable or assessed for use of the van. Any such taxes shall be the exclusive responsibility of the Service Provider.

## **9.0 GOVERNING LAW**

9.1 This Agreement shall be governed by the internal law of the State of Washington without regard to its choice of law provisions.

9.2 Any actions involving the parties arising out of or relating to this Agreement shall be exclusively brought in Spokane County Superior Court unless initiated by a third party.

## **10.0 SURVIVAL OF PROVISIONS**

The following provisions of this Agreement shall remain in full force and effect notwithstanding the termination of the Agreement: Paragraphs 3.5, 3.7, 3.8, and 3.9, Paragraphs 11.0 through 19.0. If for any reason one or more of the provisions of this Agreement are held to be invalid, void, illegal, or unenforceable, the other provisions of this Agreement shall not be affected and shall continue to maintain their vitality and validity and this Agreement shall construed as if the invalid, void, illegal, or unenforceable provision had never been a part of this Agreement.

## **11.0 SUCCESSORS AND ASSIGNS**

STA and the Service Provider, respectively, bind themselves, their partners, principals, successors, assigns, and legal representatives to the other party to this Agreement and their partners, principals, successors, and assigns of such other party with respect to all covenants of this Agreement.

## **12.0 ASSIGNMENT**

Neither party shall assign this Agreement without the prior written consent of the other.

## **13.0 INTEGRATION OF AGREEMENT**

This Agreement represents the entire and integrated agreement between STA and the Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both STA and the Service Provider.

## **14.0 THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either STA or the Service Provider.

**15.0 INTERPRETATION**

Both parties have participated in the drafting and negotiation of this Agreement. For the purposes of interpretation, neither party shall be considered the drafter of this Agreement.

**16.0 AMENDMENT**

No representation, whether oral or written, shall constitute an amendment of the Agreement. The Agreement can only be amended by a written amendment signed by both parties and specifically referring to the Agreement.

**17.0 AMERICANS WITH DISABILITIES ACT**

17.1 The Service Provider agrees to comply with all requirements applicable to use of the vehicle by persons eligible for service under the Americans with Disabilities Act of 1990 (ADA) and the Washington Law Against Discrimination (WLAD) Chapter 45.60 RCW and the respective implementing regulations.

17.2 Service Provider agrees to defend, indemnify and hold harmless STA, its successors and assigns, and the directors, officers, employees and agents (“Indemnified Parties”) from and against any and all claims, demands, damages, harm, costs, and expenses including without limitation losses, fines, penalties or liabilities (“Damages”) arising from a claim based on failure to comply with the ADA or WLAD in providing services to a person of disability who requests such services from Service Provider.

**18.0 HOLD HARMLESS**

18.1 With the exception of claims, damages and injuries for which there is automobile liability coverage, the Service Provider shall hold harmless and defend Spokane Transit, its officers, agents, employees, and insurer for all other claims or losses (including attorney’s fees) arising out of the performance of this Agreement or the Service Provider’s operations and business.

**19.0 NOTICES**

19.1 All notices required by this Agreement shall be in writing and shall be personally served on the party for whom it is intended or sent by certified mail, return receipt requested.

19.2 The notices shall be addressed as follows:

**STA**  
1230 West Boone Avenue  
Spokane, WA 99201  
Attention: Anne Irmer

**Service Provider**  
Company  
Address  
City, ST Zip  
Attention: Contact Name

19.3 Any party may change address or designee by giving written notice of such change to the other party.

**20.0 MEDIATION**

In the event of a dispute between the Transit agency and the Service Provider with respect to this agreement, the parties shall be obliged to first seek resolution through mediation.

**21.0 COUNTERPARTS**

This Agreement may be executed in one or more Counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

**SPOKANE TRANSIT**

**SERVICE PROVIDER**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
**E. Susan Meyer, Chief Executive Officer**

\_\_\_\_\_  
*(Printed name and title)*

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Operational Rules for the Special Use Van

1. The operation of the van is restricted to those drivers who individually have been pre-approved by STA.
2. The van shall be inspected daily to make sure all equipment is in good working order including tire pressure.
3. Safe driving habits and complete observation of all traffic regulations are of the utmost importance and required of all drivers. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of issuance of the citation. **The driver will report any citation received to STA within 24 hours, whether committed while driving the van or any other vehicle.**
4. **The driver must report any accident involving passengers or property to STA within 24 hours of the occurrence.** Such reporting is to include any injury to a passenger of the van even though no third party is involved (i.e., a passenger falls while entering the van). The driver at the time of the accident is responsible for completing and filing Washington State motor vehicle accident reports and STA vanpool accident reports.
5. The van is not to be driven beyond a 150-mile radius originating at Service Provider and must stay within Washington State boundaries. (Except with written prior approval by STA).
6. The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; or for any purpose requiring removal of seats.
7. The van is to be driven only on hard surfaced streets and highways and other normal access roads and driveways. It is not to be driven off-road, on beaches, in fields, through drive throughs, or in any other potentially unsafe environment, such as on mountain passes during icy or snowy conditions.
8. The van is to be driven only over bridges or roads posted for less than a 4-ton maximum weight load. Width and height clearance requirements are to be observed at all times.
9. Accessories, including appearance items or additional equipment (such as chains, safety kit, and fire extinguisher) shall not be added or removed without prior approval of STA. Any loss of such equipment will be reported by the driver immediately. Service Provider will reimburse STA for the loss of such equipment.
10. Keep accurate records of daily operating data, mileage, time, and passenger counts and submit said records to STA no later than the fifth (5<sup>th</sup>) day of the month following the month of the operation of the van. STA requests the first half of the month be supplied mid-month and the second half of the month by the 5<sup>th</sup> of the next month.
11. The driver is responsible for ensuring that each passenger wears a seat belt at all times the van is in operation and that the passenger is escorted through the door of his or her destination.

12. The Service provider must have established policies addressing the federal Drug Free Workplace Act.
13. Establish a plan to deal with and communicate transportation restrictions during serious inclement weather.
14. Establish policies and procedures to investigate and respond to grievances or complaints by passengers or caregivers concerning the vehicle's operation and report all such complaints to STA within 48 hours of receipt of a complaint.

## **Special Use Agreement between Service Provider and the Special Use Van Drivers**

This agreement identifies the responsibility of each driver for the Service Provider. In accordance with the requirements of STA, each driver must agree to rules and procedures agreed to by Service Provider and STA.

### **THE DRIVER AGREES:**

1. To maintain a valid driver's license and current insurance as required by the State of Washington. A copy of the driver's license must be provided to Service Provider and STA.
2. Complete STA's defensive driving course and other equipment related training as a primary vanpool driver.
3. Participate in STA's defensive driving refresher training every three years.
4. The driver must ensure there are no open or closed containers of alcohol, no illegal drugs or weapons of any kind on the van.
5. The van will not be operated while the driver is under the influence of alcohol or drugs or any medication that restricts driving. Smoking is prohibited at all times inside the van and within twenty-five (25) feet of van doors and windows.
6. To operate the van in a manner complimentary to the public nature of this program, the vehicle shall be driven safely, the driver shall act in a courteous manner, and the driver shall explain the unique character of the vanpool if questioned.
7. To limit usage of the van to the transportation of Service Provider clients and their families and to Service Provider staff, in accordance with services provided by the Service Provider. Personal use of the van by anyone is strictly prohibited.
8. To drive the van to and from destinations, discharging and picking up riders in accordance with the established route and schedule.
9. To ensure use of seat belts by each passenger, including you. To ensure the proper use of child restraints if children are transported. To never carry more than the seating capacity of the van as determined by the number of properly functioning seat belts (one passenger per seat belt).
10. To create accurate ridership rosters and to submit all daily rosters to the Service Provider van coordinator no later than the fifth (5<sup>th</sup>) day of each month following the month of the operation of the van. STA requests ridership first half of the month data be supplied mid-month and the second half of the month by the fifth (5<sup>th</sup>) day of each month.

**ATTACHMENT B**

- 11. To be held responsible for the cleanliness of the interior and exterior of the van (i.e., broken lighting from misuse, extremely dirty carpets) and for the damage occurring to the van due to negligence (i.e., allowing oil level to get too low, not maintaining proper tire pressure in tires). Cleaning by STA will result in a charge to Service Provider at the current rate per hour plus parts and supplies.
- 12. To abide by all operational rules established by STA, including but not limited to those enumerated herein and in Attachment A of the Agreement between Service Provider and STA.
- 13. The use of cell phones is strictly prohibited while operating the vehicle.
- 14. The driver is required to secure the vehicle when the vehicle is not in use.
- 15. Report all vehicle accidents immediately to STA at 325-6029.

**My signature below indicates that I understand and agree** to abide by all the rules and procedures of the STA/SERVICE PROVIDER Special Use Van Program. I further understand that approval as a driver may be revoked by Service Provider or STA at any time for causing an accident, failure to abide by any of the program’s operational rules, excessive number of traffic citations received while operating any motor vehicle, unauthorized personal use of the van, failure to abide by the terms of this Agreement, or for other good cause. My signature also authorizes Service Provider to release a copy of this Agreement, my driver’s license, and my current insurance card to STA.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature