PUBLIC TRANSIT ADVISORY COMMITTEE
Betsy Dunbar, Transit Manager for Central Transit/Committee Liaison
City of Ellensburg | 501 N. Anderson Street | Ellensburg, WA 98926
E. dunbarb@ci.ellensburg.wa.us | (509) 925-8680

CITY OF ELLENSBURG
AGENDA
Tuesday, June 15, 2021
3:30 PM - Public Transit Advisory Committee

1. CALL TO ORDER AND ROLL CALL OF MEMBERS

2. APPROVAL OF AGENDA

Motion to Approve Agenda:

3. APPROVAL OF MINUTES

3.A May 18, 2021 PTAC Minutes Pg 2

Motion to Approve Minutes:

4. FOLLOW UP ITEMS

4.A As requested, a previous month comparison has been added to the Ridership Stats report.

5. RIDERSHIP STATS Pg 4

6. AGENDA ITEMS

6.A Interlocal Agreement between The State of Washington Central Washington University and City of Ellensburg. Pg 11

6.B Interlocal Agreement between Kittitas Valley Fire and Rescue and City of Ellensburg for Cabulance Service. Pg 22

6.C Agreement between Ellensburg Ventures, LLC dba Prestige Senior Living at Hearthstone. Pg 28

Motion to Approve Agreements:

7. TRANSIT MARKETING UPDATE Pg 35

8. TRANSIT UPDATE Pg 35

9. MOTION TO ADJOURN MEETING

NEXT MEETING: July 20, 2021

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PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg	Minutes of PTAC Meeting
Date & Time of Meeting	May 18, 2021 3:30 PM
Place of Meeting	Held remotely per Proclamation 20-28.7

CURRENT ELLENSBURG PUBLIC TRANSIT ADVISORY COMMITTEE MEMBERS

Bruce Tabb, Chair

Robert Mersinger Vice Chair Term exp. 12/31/22

Landis Hanson ASCWU

Jason Berthon-Koch, CWU Term exp. 12/31/21

Christine Reynolds Term exp. 12/31/23

Joshua Hackney Term exp. 12/31-23

Yngrid Winter Term exp. 12-31-23

1. Call to Order and Roll Call

Roll Call Present: Joshua Hackney, Jason Berthon-Koch, Bob Mersinger, Bruce Tabb, Landis Hanson, Christine Reynolds
Roll Call Absent: Yngrid Winter (excused)
Also Present: Betsy Dunbar – COE, Ryan Lyyski – COE, Spencer Klewin – HopeSource, John Raymond – HopeSource

2. Approval of Agenda

Motion and second (Jason B | Josh H) to approve the Agenda of the May 18, 2021 PTAC Meeting. **Motion Affirmed.**

3. Approval of Minutes

Motion and second (Jason B | Josh H) to approve the minutes of the March 16, 2021 PTAC Meeting. **Motion Affirmed.**

4. Follow Up Items

- The Agreement between KVH and the City for Cabulance Service was approved by the City Council April 5th, 2021.
- PTAC update: Jack Frost resigned his committee position.
  - Two new committee members were approved by the City Council May 17, 2021. Christine Reynolds and Yngrid Winter.
- Transportation services to vaccine sites has been ongoing with many riders from the lower and upper county. KPHD has the contact information.

5. Agenda Items

No agenda items.

6. Monthly Ridership and Year to Date Stats:

- A review of monthly and year to date stats was presented for Fixed Route, Paratransit, Cabulance, Dial A Ride and Kittitas County Connector.
- It was suggested moving forward to add a month by previous month comparison.

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7. Transit Marketing Updates:

- CWU has approved TRANSIT TV in the SURC.
- Central Transit has a TRANSIT app banner hanging in the SURC.
- Central Transit's recent FB Campaigns were very successful reaching over 11,000 people. The campaigns consisted of the bus shelter artwork, TRANSIT app, website, logo and new buses.
- Central Transit has accessed the CWU Observer, Daily Record, KNDO and Wildcat Access for our logo, website and Transit App launches. We are also planning some radio spots on 88.1 KCWU.

8. Transit Updates:

- We have had very positive feedback on the new logo design, buses and the TRANSIT app.
- New Bus Stop Signs will be arriving sometime next week.
- Paratransit and Fixed Route Timetables are currently being updated.
- It was shared with the committee the news of Central Transit receiving addition funding through the Rural Formula Grant Award Coronavirus Response and Relief Supplemental Appropriation Act of 2021. Central Transit also received an award letter for the Consolidated Grant Program for the 2021 – 2023 biennium. HopeSource shared
- Central Transit new website is up and running at centraltransit.org
- The Central Transit dashboard is also up and running with real time and play back operations.
- Survey cards were updated and are in the buses as well as a new in person survey for feedback on the TRANSIT app and new website.
- Central Transit is reminding all passengers to use seatbelts per Washington State Law. The Drivers let passengers know to fasten their seatbelts up entering the bus. The on-board monitor then shows a sign reminding passengers to use their seatbelts. Additional signage has also been added to the buses

9. Next PTAC Meeting

The next regular PTAC meeting will be held on June 15, 2021.

10. Adjournment:

With no further discussion, the meeting was adjourned at 4:10PM.

Betsy Dunbar
Drafted: 5-19-2021
Approved:

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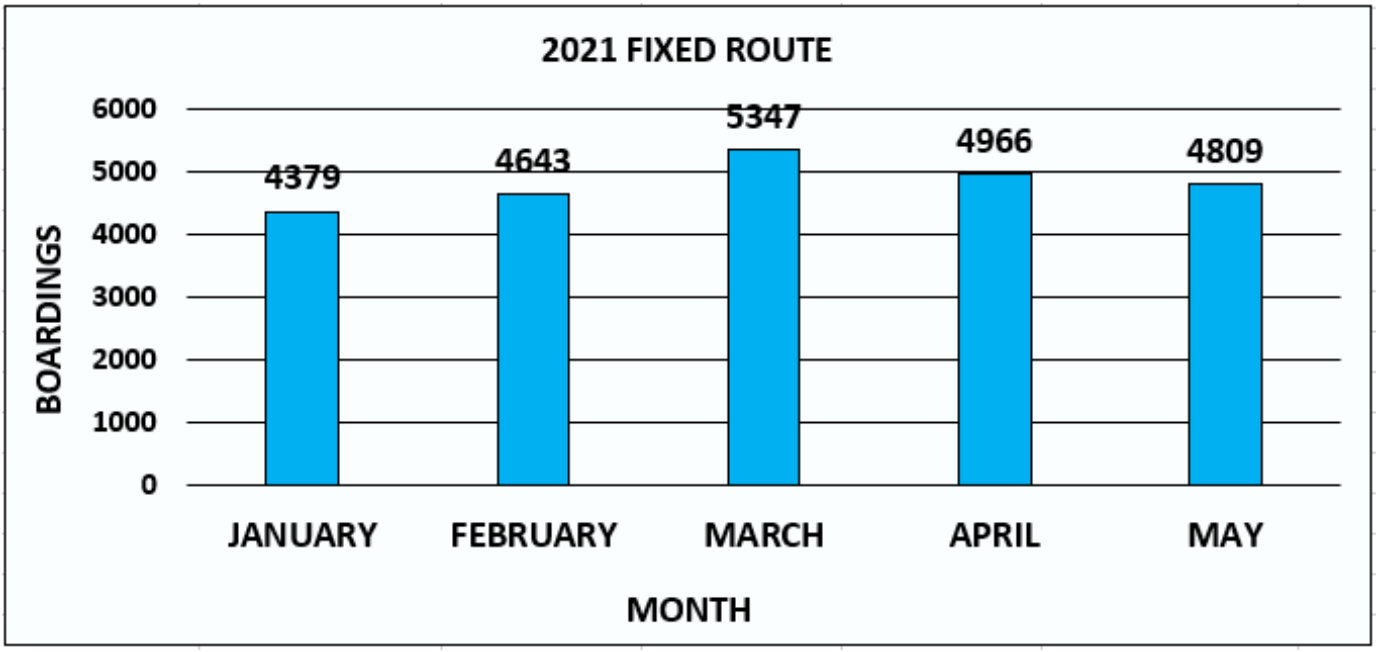
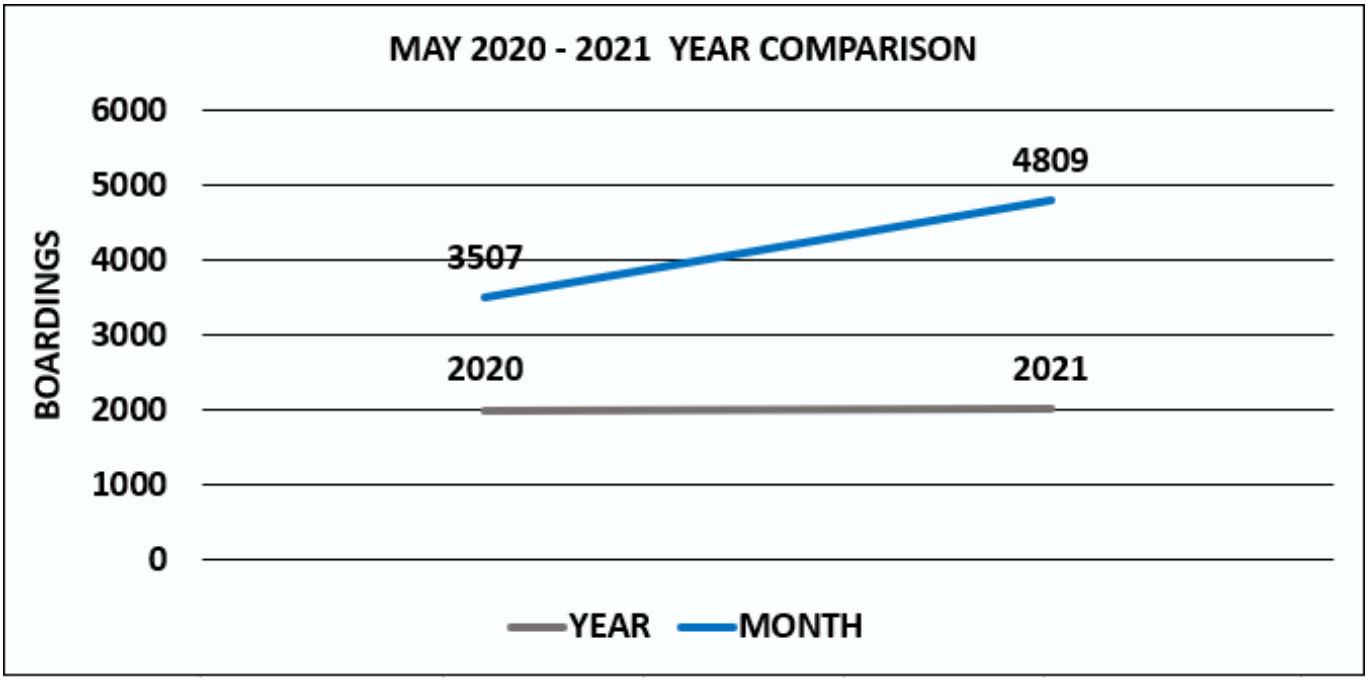
RIDERSHIP STATS

FIXED ROUTE



APRIL TO MAY -3%



MAY 2020 – MAY 2021 37%

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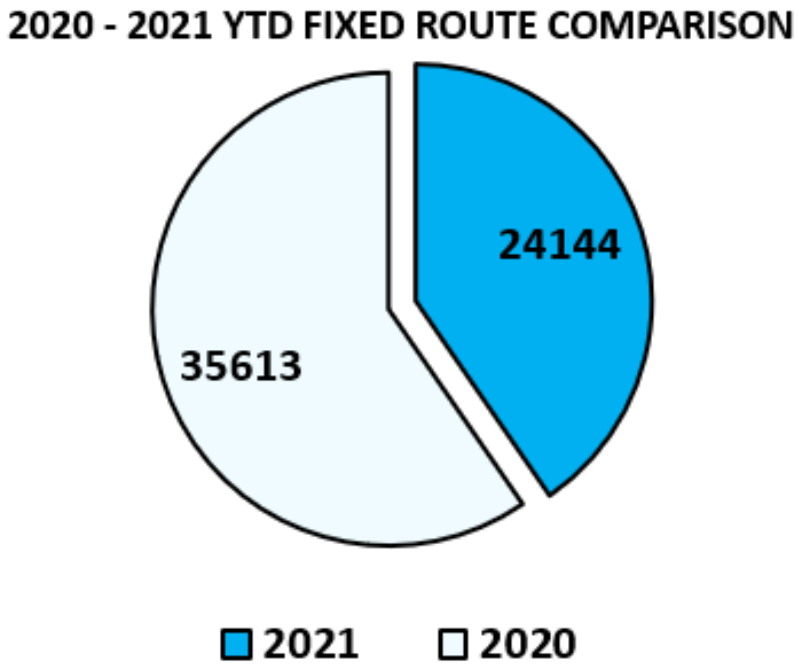
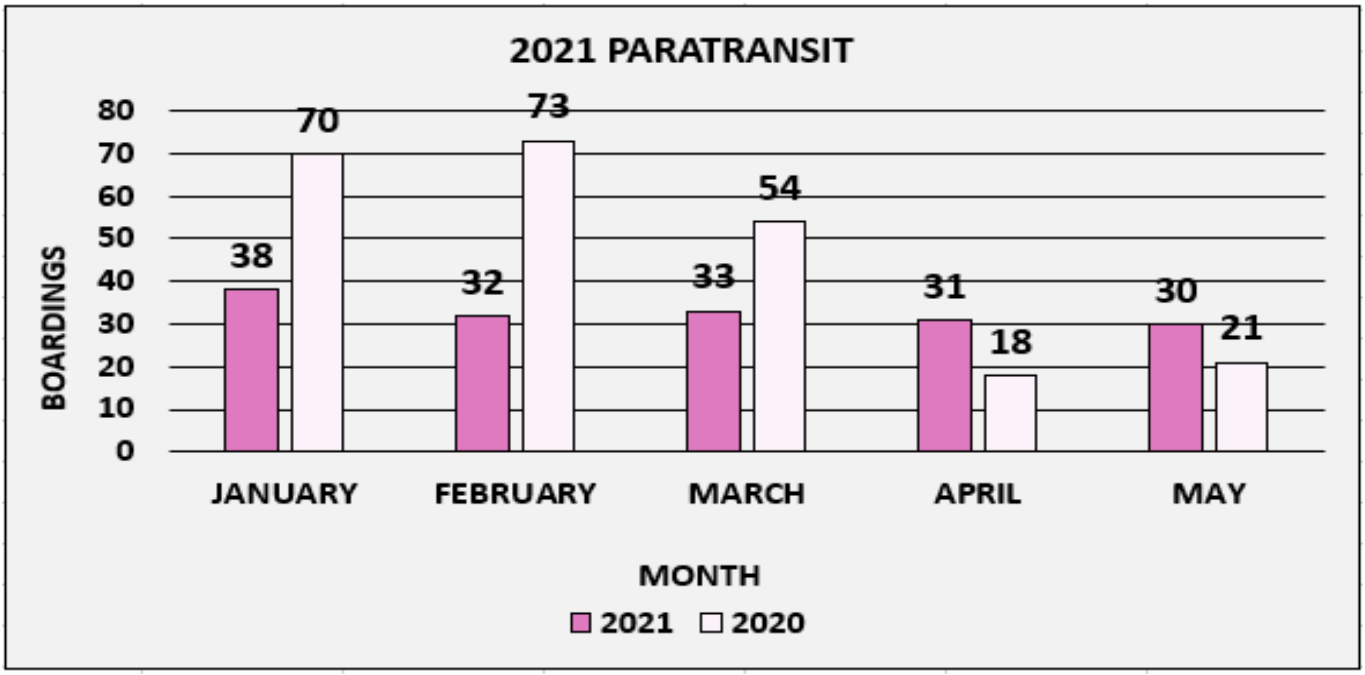
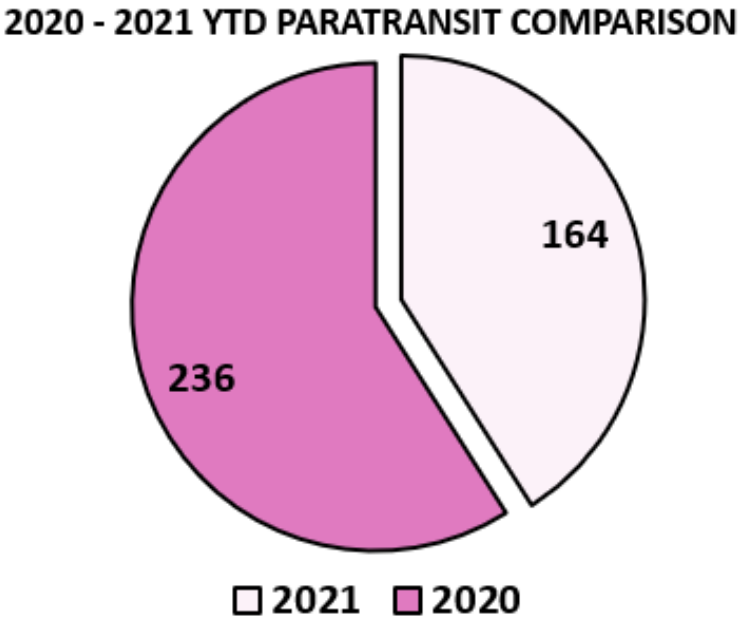


2020 – 2021 -32%

PARATRANSIT

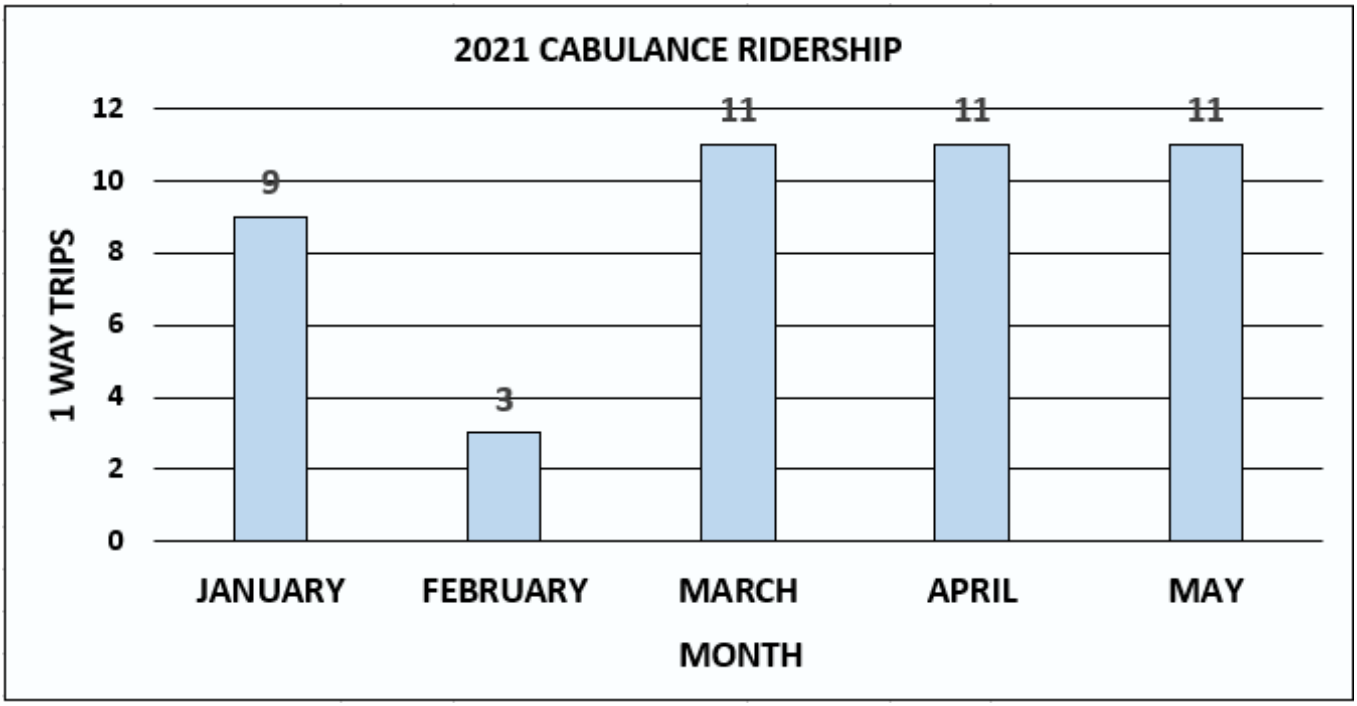


MAY 2020 – MAY 2021 43% **APRIL TO MAY -3%**



2020 – 2021 -30%

CABULANCE



APRIL TO MAY 0%

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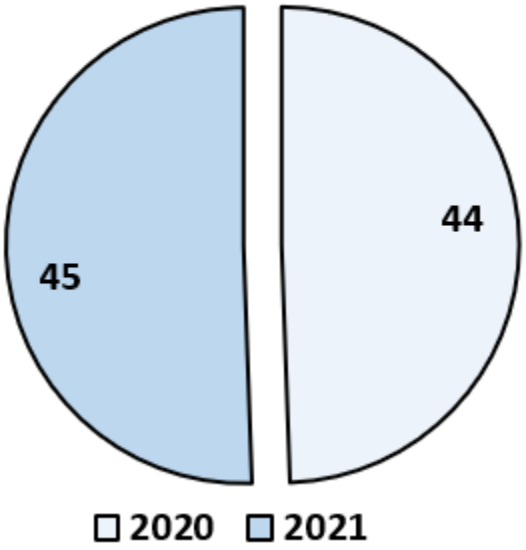
2020 - 2021 YTD CABULANCE COMPARISON



2020 – 2021 2%

PICK UP LOCATIONS	January	February	March	April	May
KVH Hospital	9	3	11	9	11
Hearthstone Cottage	0	0	0	0	0
Pacifica Senior Living	0	0	0	0	0
Private Residence	0	0	0	0	0
Prestige	0	0	0	2	0
Kittitas Valley Fire & Rescue	0	0	0	0	0
Total	**9**	**3**	**11**	**11**	**11**

DROP UP LOCATIONS	January	February	March	April	May
KVH Hospital	0	0	0	2	0
Hearthstone Cottage	2	0	0	2	3
Pacifica Senior Living	1	0	4	3	4
Private Residence	3	2	3	1	1
Meadows Place	0	0	0	0	0
Prestige	3	1	4	3	3
Kittitas Valley Fire & Rescue	0	0	0	0	0
Total	**9**	**3**	**11**	**11**	**11**

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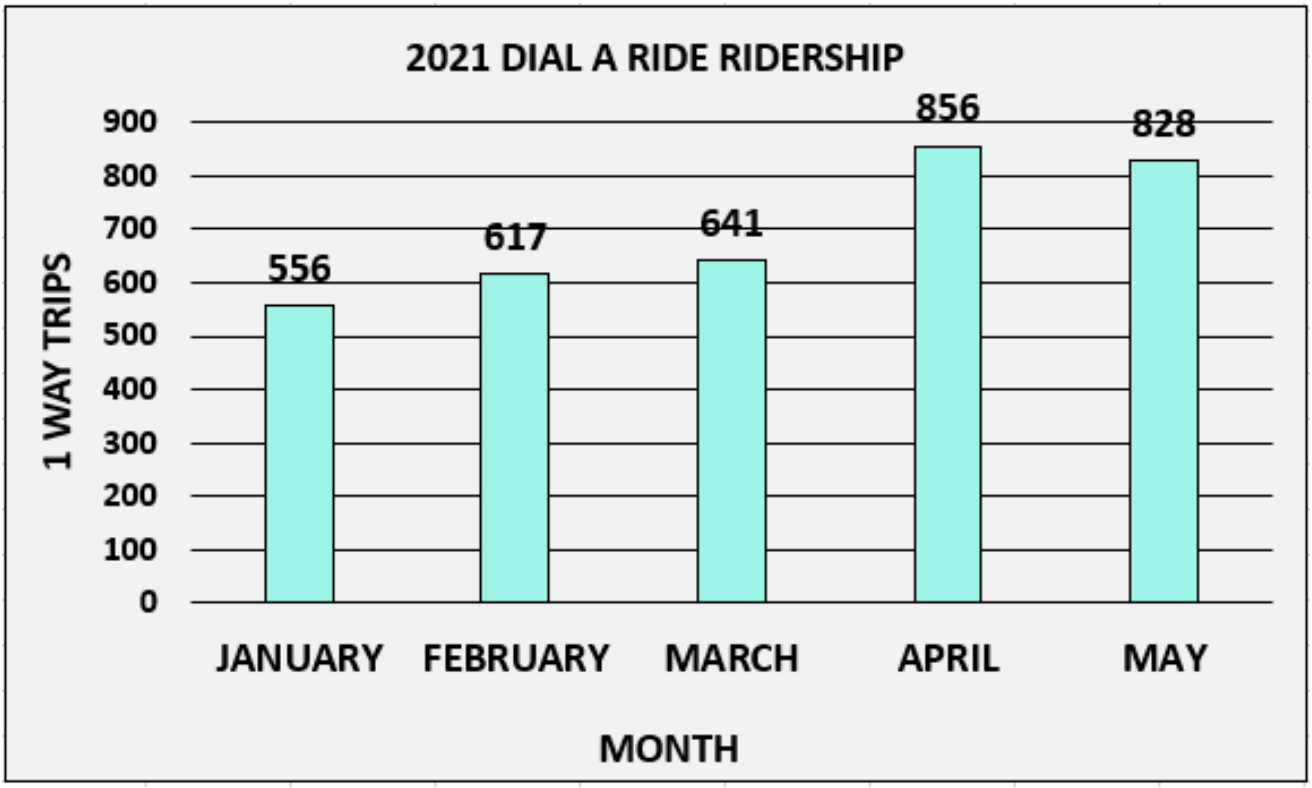
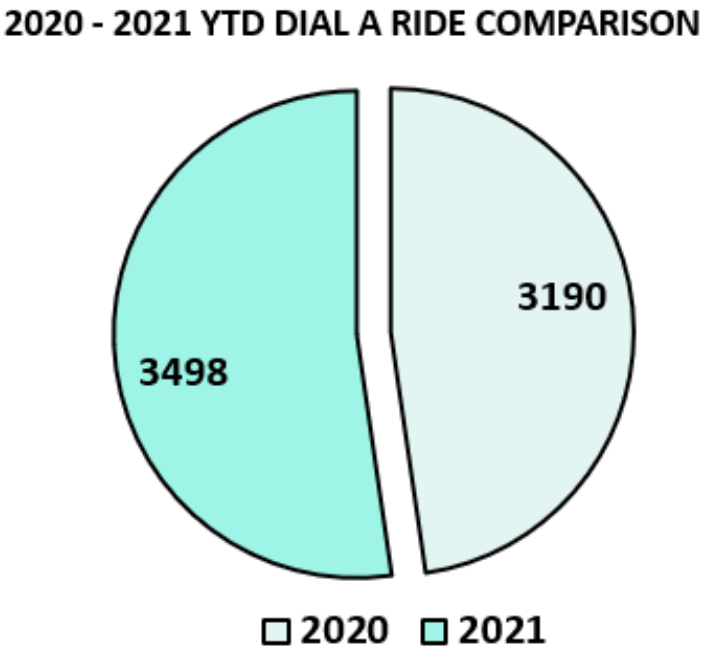
DIAL A RIDE

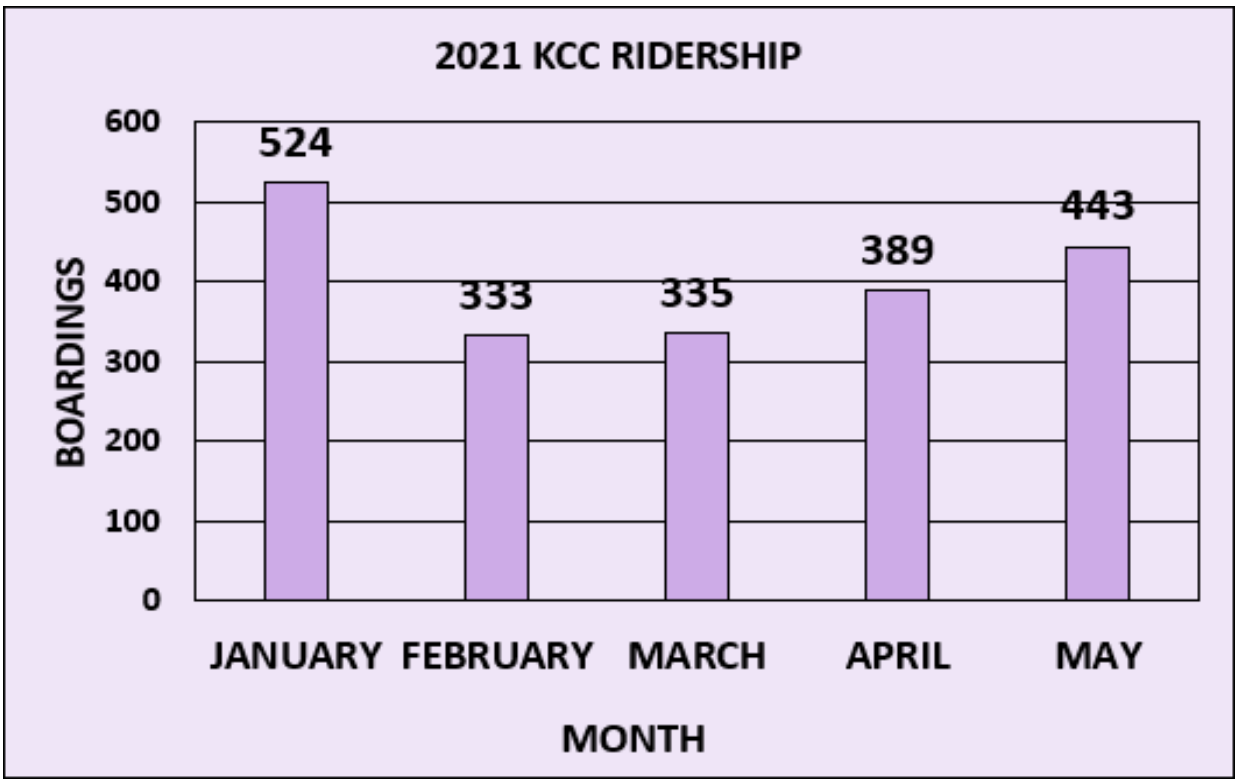


APRIL – MAY -3%

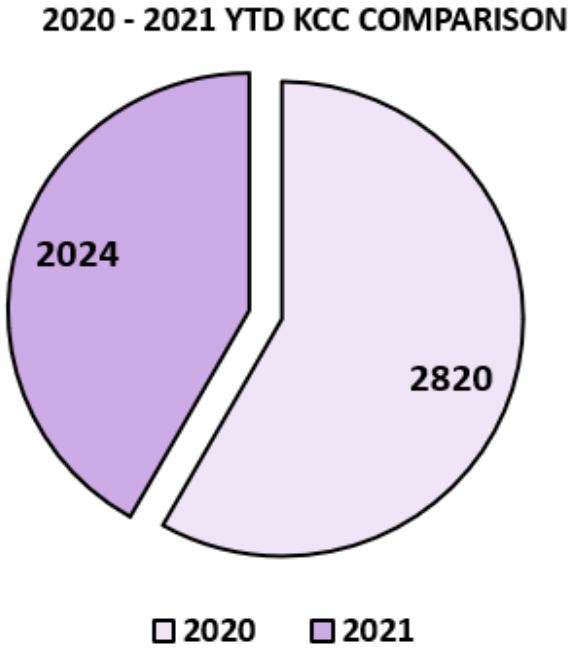


2020 – 2021 10%

KITTITAS COUNTY CONNECTOR



APRIL – MAY 14%



2020 – 2021 -28%

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Kittitas County Connector	MAY
2021	BOARDINGS
3rd & Atlantic EB Total	9
City Park Cle Elum	2
Cle Elum Travelers Inn	21
Dairy Queen Cle Elum	5
DSHS Ellensburg	0
Econo Lodge Cle Elum	1
HopeSource	0
Pioneer Coffee	78
Restrooms Cle Elum	1
Roslyn (1st & Dakota)	15
Roslyn (1st and Penns)	6
Safeway @ Ruby & 4th	144
Safeway Cle Elum	88
Shoemaker East Bound	2
Shoemaker West Bound	1
State Farm Cle Elum	0
Suncadia Firehouse Rd	1
Three Forks Ammo	
Timber Lodge	2
Visitor Center Cle Elum	4
Washington Federal	63
Grand Totals:	**443**

6.A

To be posted on the City of Ellensburg Web site

or

To Be Filed with Kittitas County Auditor

RETURN ADDRESS:
City of Ellensburg
City Clerk's Office
501 N. Anderson St.
Ellensburg, WA 98926

Contract No. 11520

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
CENTRAL WASHINGTON UNIVERSITY
AND
City OF ELLENSBURG

THIS INTERLOCAL AGREEMENT is made and entered into by and between Central Washington University, hereinafter referred to as "University" or "CWU," and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "City," pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, to provide transit services for the University and the Ellensburg community.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

NOW THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits.

The University and the City mutually agree as follows:

SECTION 1. PURPOSE.

The purpose of this Agreement is to provide transit services to the University and the greater Ellensburg community, as specified in the Statement of Work attached and incorporated herein as "Exhibit A", and depicted in the five (5) fixed routes as "Exhibit B."

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Provision of Transit Services. The City shall, by separate contract with a third-party turn-key transit provider, furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A."

2.2 Compensation for Work. The University shall compensate the City for the work provided in accordance with this Agreement. The parties have determined that the cost of accomplishing the work herein will be $75,000.00 per year. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2021, through June 30, 2023 unless terminated sooner or extended, as provided herein.

SECTION 4. BILLING PROCEDURE

The City shall submit invoices quarterly for partial payment throughout the term of this Agreement. Payment to the City for approved and completed work will be made by the University within thirty (30) days of receipt of the quarterly invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

The University shall make payment to the City for completed work pursuant to the Agreement within thirty (30) days of receipt of an appropriate billing invoice from the City.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. TERMINATION

Either party may terminate this Agreement upon 60 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

SECTION 9. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 10. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of CWU to make payment to the City for the expenses of Work properly incurred under this Agreement prior to an event determined to have been caused by force majeure or eliminate the obligation of the third-party turn-key transit contractor to perform the Work, or any portion of the Work, under the Agreement that the third-party turn-key transit contractor can perform during or following the occurrence of the force majeure event.

SECTION 11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 12. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 13. 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.

SECTION 14. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor, subject to consent by the University provided such consent shall not be unreasonably withheld.

SECTION 15. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 16. 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.

SECTION 17. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the University is:
Andreas Bohman
Vice President of Operations
400 E. University Way
Ellensburg, WA 98926-7436
Ph 963-2425

The Program Manager for the City is:
Betsy Dunbar
Transit Manager
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926
Ph 962-7221

SECTION 18. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON Central Washington University	City of Ellensburg
Signature By: Andreas Bohman	Signature By: Heidi Behrends Cerniwey
Vice-President of Operations Title Date	City Manager Title Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Attorney General's Office	Terry Weiner, Ellensburg City Attorney

EXHIBIT A

Scope of Work

1. **General Overview**.

For several years, Central Washington University ("the University" or "CWU") has partnered with the City of Ellensburg ("the City") and other local entities to offer a bus transportation service known as Central Transit. During this time HopeSource applied and received grant funding from the Washington State Department of Transportation ("WSDOT"). This grant money matched the funding that was provided through CWU student fees ($75,000 per year) and money contributed by other local entities.

In 2013 the City applied for and received a WSDOT grant as the lead agency for Central Transit. After further discussions following the grant award, the City, HopeSource and WSDOT agreed to have the City transfer the WSDOT grant to HopeSource as the vendor to offer the bus service through a contract. The Associated Students-CWU ("ASCWU") Board of Directors ("BOD") has agreed to continue to support Central Transit by contributing $75,000 annually to Central Transit operations.

In the 2015 WSDOT program, HopeSource obtained funding and administered the grant and performed its obligations established under its contract with the City for continued operation of Central Transit.

On July 20, 2015 the Ellensburg Transportation Benefit District (TBD) was established by Ordinance 4707 pursuant to RCW 35.21.225 and Chapter 36.73 RCW; the TBD is consistent with public interest to provide adequate levels of funding for the public transportation system and infrastructure of the City. The City assumed all rights, powers immunities, functions and obligations of the Ellensburg TBD pursuant to SESSB 5987 Section 301 and Section 303 under Ordinance 4719 in December 2015 making the City responsible for Public Transit in the City of Ellensburg.

On April 26, 2016, the voters of the Ellensburg TBD approved Proposition 1, which authorized the collection of a sales and use tax in accordance with RCW 82.14.0455 for the purpose of paying for or financing the costs of public transportation maintenance, operation and improvement projects within the TBD. The Ellensburg City Council then adopted Ordinance 4717, which imposed a 0.2% sales and use tax for a period of ten years for the purpose of funding the costs of public transportation maintenance, and operation improvements within the Ellensburg TBD.

On February 9, 2017, the City issued RFP No. 17-047 for the purpose of selecting a turn-key operator of Central Transit for the City of Ellensburg. On March 27, 2017 the selection committee chose HopeSource to be the service provider and on May 1, 2017 the Ellensburg City Council approved the award of the contract to HopeSource, hereinafter referred to as "Contractor".

2. Scope of Work.

2.1. Central Transit.

The City including the Public Transit Advisory Committee (PTAC), the CWU Operations Division, referred to as CWU, and the Associated Students of Central Washington University Board of Directors, and the third-party fixed route system Contractor will work jointly to define routing and scheduling of the transit system. Central Transit will reduce the number of single occupant vehicles brought to campus, surrounding neighborhoods and the Ellensburg business areas by providing transportation between the residential areas on and off campus and the Ellensburg business areas. Transportation services for Central Transit will be provided by said contractor pursuant its Federal/State Operating Grant Agreement with WSDOT and a separate contract between the City and the Transit Contractor.

2.2. Service Levels.

The Contractor will provide the following service under its contract with the City commencing July 1, 2021 and ending at the end of the scheduled service on June 30, 2023

2.2.1. Operate public transit bus routes, within the limits of the available resources, that reasonably meets the needs of CWU students and the citizens of Ellensburg. The service will not operate on holidays which the City or the Contractor observe, or holidays CWU observes (Thanksgiving and Christmas). During inclement weather or other disasters, the City may suspend services as warranted; however, the City or the Contractor will notify CWU through direct contact or postings on electronic media, of the reasons and timeframe for suspension.

2.2.2. The five (5) fixed routes, hours of operation, and stops are incorporated by reference in Exhibit "B". Subsequent changes, or requests for changes shall be undertaken in consultation with CWU, The City of Ellensburg, and the Contractor.

2.2.3. If funds are not allocated by ASCWU to continue this contract in any future period, CWU will not be obligated to pay any further charges for services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period. Upon such notification, neither the City nor the Contractor shall be obligated to provide any further transit services to CWU or CWU students. CWU agrees to notify the City of Ellensburg of such non-allocation at the earliest possible time. No penalty shall accrue to CWU in the event this section shall be exercised. This section shall not be construed so as to permit CWU to terminate this contract in order to acquire similar service from a third party.

3. Cooperative Endeavors by CWU and City of Ellensburg.

3.1. CWU and the City recognize that it is necessary to continue working and planning together to address and resolve the transportation needs and issues confronting CWU and the City. CWU and the City further understand that ongoing planning and working together is a non-binding and non-enforceable commitment and that CWU and the City will exercise their best efforts to continue working and planning together to address and resolve transportation issues including but not limited to the following:

3.1.1. CWU and the City will engage the Associated Students of Central Washington University (ASCWU) PTAC representative in these joint discussions.

3.1.2. CWU and the City will work in partnership to secure any applicable Federal and State funding available for the intended purpose and will seek ways to minimize costs for the services being provided.

3.2. CWU and City staff will identify how they will work together to improve and maintain communication and joint planning with the following goals:

3.2.1. Develop a partnership between the University and the City of Ellensburg to address campus transportation issues.

3.2.2. Involve the ASCWU in any discussions of service and fee changes.

3.2.3. Develop cost effective and innovative transportation alternatives and minimize major transportation capital improvements and cost.

3.2.4. Assure that where appropriate CWU's public transportation needs, as well as the community's public transportation needs, are served. At a minimum, CWU will engage the City in discussion of services the City provides to the University and how those services might be reshaped to better serve the University and the community.

4. Additional Requirements.

4.1. The City will ensure there is a minimum of (1) CWU student position(s) on the PTAC. The student(s) serving on this committee will be a member of the ASCWU-BOD or their designee.

4.2. Any ridership fees imposed upon CWU students must come before the ASCWU-BOD for approval prior to implementation.

4.3. Central Transit will adequately reflect the demographics of our community and the City will ensure there are adequate transportation routes and stops in areas that are historically populated by CWU students.

4.4. The ASCWU-BOD reserves the right to withdraw funding at any point if the City does not meet its obligations as outlined in this scope of work. The City reserves the right to suspend student representation on the PTAC and/or impose fees on students of CWU without ASCWU-BOD approval if the ASCWU-BOD does not meet its funding obligation of $75,000.00 per year.

4.5. CWU is not responsible for the actions of its students or invited guests for this service.

5. Insurance Requirements.

5.1. General Requirements.

5.1.1. The Contractor shall procure and maintain insurance, as required in this Section and consistent with its Operating Agreement with the City, without interruption from commencement of the Contractor's work through the term of the Operating Agreement.

5.1.2. Contractor's maintenance of insurance, its scope for coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.2. Liability Limits. The Contractor is responsible to secure and maintain, at its own expense, the following types of insurance:

5.2.1. Commercial General Liability: The Contractor shall provide and maintain general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of $1,000,000 combined single limit for any one occurrence. The insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

5.2.1 Automobile Liability: The Contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of $1,000,000 for any one occurrence. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

5.2.2 Workers Compensation: The Contractor shall provide coverage as required by the Industrial Insurance laws of the State of Washington.

5.2.3 Excess or Umbrella Liability: The Contractor shall provide excess or umbrella

liability insurance coverage with limits of not less than $10 million per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

5.3. All insurance coverage required to be maintained or provided by the Contractor must be with insurance companies legally allowed to operate within the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII

5.4. Certificates of insurance (except unemployment insurance) are to be submitted to the City on an annual basis, or when expired, and immediately when carriers or coverage limits change.

5.5. All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages as listed above at any time during the duration of the project may result in immediate termination of contract.

6.B

Contract No. _____

AGREEMENT
BETWEEN
ELLENSBURG VENTURES, LLC
Dba Prestige Senior Living at Hearthstone
AND
CITY OF ELLENSBURG
FOR CABULANCE SERVICE

THIS AGREEMENT is made and entered into by and between Ellensburg Ventures, LLC dba Prestige Senior Living at Hearthstone, hereinafter referred to as "Hearthstone," and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "City," for Hearthstone to initiate Cabulance service from the City of Ellensburg through the City's contractor when non-emergency accessible transportation from their care facility is needed upon discharge of a non-ambulatory patient requiring accessible non-emergency transportation or from one approved care facility to another approved care facility within the city limits of Ellensburg, Washington pursuant to the terms and conditions of this Agreement.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

WHEREAS, the funds generated from the sales tax are to be used to improve and expand transit service within the City of Ellensburg, which includes establishing a service to provide cabulance transportation to qualifying medical patients; and

WHEREAS, it is agreed that this service is beneficial to both the City and Hearthstone; and

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibit A.

SECTION 1. PURPOSE.

The purpose of this Agreement is for the City to provide non-emergency medical transportation services through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Requesting Cabulance Services. Hearthstone, through its medical staff may request Cabulance service when an accessible vehicle is required to transport an individual to an Ellensburg medical facility and the individual does not require emergency or ambulance transportation. Hearthstone will complete Part A of the Cabulance Travel voucher attached hereto as Exhibit A for Cabulance service request.

2.2 Provision of Cabulance Services. The City shall, by separate contract with a third-party turn-key service provider furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work.

2.3 Compensation for Work. The City will be responsible for compensating the Cabulance service provider for the trips provided in accordance with this Agreement.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2021 through June 30, 2023, unless terminated sooner or extended, as provided herein.

SECTION 4. FINANCIAL OBLIGATION

There is no financial obligation between the City and Hearthstone for Cabulance service.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain vouchers, records, documents and other evidence which sufficiently and properly reflect all Cabulance trips initiated by Hearthstone. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. INDEMNIFICATION

Section 8.1 Indemnification by Hearthstone. Hearthstone agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Hearthstone, or damage to property arising out of any willful misconduct or negligent act, error or omission of Hearthstone, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

Section 8.2 Indemnification by City. The City agrees to hold harmless, indemnify, and defend Hearthstone, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error or omission of the City, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

SECTION 9. TERMINATION

Either party may terminate this Agreement for any reason upon 90 days' prior written notification to the other party.

SECTION 10. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 11. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

SECTION 12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a

determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 14. 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.

SECTION 15. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor.

SECTION 16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 17. 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.

SECTION 18. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for Hearthstone is:

Jenifer Stucke
Executive Director
Ellensburg Venture, LLC
dba Prestige Senior Living at Hearthstone
802 E. Mountain View Ave
Ellensburg, WA 98926
Ph. 509-925-3099

The Program Manager for the City is

Betsy Dunbar
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926
Ph. 509-925-8680

SECTION 19. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Hearthstone	City of Ellensburg
_____	_____
Signature	Signature
By: Jennifer Stucke	By: Heidi Behrends Cerniwey
Executive Director	City Manager
Title Date	Title Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
	Terry Weiner, Ellensburg City Attorney

Betsy Dunbar, Transit Manager for Central Transit/Committee Liaison
City of Ellensburg | 501 N. Anderson Street | Ellensburg, WA 98926
E. dunbarb@ci.ellensburg.wa.us | (509) 925-8680

EXHIBIT A
City of Ellensburg Cabulance Travel Voucher – One Way Trip

501 N Anderson St. Ellensburg, WA 98926 Ph. 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip:_____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Pick Up Time: _____ **Military Time**

Name of Passenger: _____

Passenger Address: _____ Ellensburg, WA 98926

Passenger Date of Birth or Age _____

MOBILITY DEVICE: Please circle one below

Ambulatory | Manual Wheelchair | Power Wheelchair (30" wide Max) | Walker | Cane

Does the Passenger have access to their residence? **YES ☐ NO ☐**

If NO, it has been verified that someone will be at the residence to receive the Passenger. **YES ☐ NO ☐**

Signature of the requesting Health Care Professional verifying the above information is true, correct and meets all the criteria stipulated in the scope of work: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Name of Cabulance Driver: _____

Pick Up Time: _____ **Military Time**

Drop off Location: _____ Ellensburg, WA 98926

Drop off Time: _____ **Military Time**

VEHICLE NUMBER: _____ **STARTING MILES:** _____ **ENDING MILES:** _____

Name of Responsible Party at Drop Off Location: _____

Signature of Responsible Party or Passenger: _____

6.C

To be posted on the City of Ellensburg Web site
or
To Be Filed with Kittitas County Auditor

RETURN ADDRESS:
City of Ellensburg
City Clerk's Office
501 N. Anderson St.
Ellensburg, WA 98926

Contract No.

INTERLOCAL AGREEMENT
BETWEEN
KITTITAS VALLEY FIRE AND RESCUE
AND
CITY OF ELLENSBURG
FOR CABULANCE SERVICE

THIS INTERLOCAL AGREEMENT is made and entered into by and between Kittitas Valley Fire and Rescue, hereinafter referred to as KVFR, and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "City," pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, for KVFR to initiate Cabulance service from the City of Ellensburg through the City's contractor when non-emergency accessible transportation to a health care facility is required in response to an EMT call and pursuant to the terms and conditions of this Agreement.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

WHEREAS, the funds generated from the sales tax are to be used to improve and expand transit service within the City of Ellensburg, which includes establishing a service to provide cabulance transportation to qualifying medical patients; and

WHEREAS, it is agreed that this service is beneficial to both the City and KVFR; and

NOW THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibit A.

SECTION 1. PURPOSE.

The purpose of this Agreement is for the City to provide non-emergency medical transportation services through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Requesting Cabulance Services. KVFR, through its Emergency Medical Technicians (EMT'S and Paramedics) may request Cabulance service when an accessible vehicle is required to transport an individual to an Ellensburg medical facility and the individual does not require emergency or ambulance transportation. KVH and other approved facilities will complete Part A of the Cabulance Travel Vounch attached hereto as Exhibit A for Cabulance service requests.

2.2 Provision of Cabulance Services. The City shall, by separate contract with a third-party turn-key service provider furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work.

2.3 Compensation for Work. The City will be responsible for compensating the Cabulance service provider for the trips provided in accordance with this Agreement.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2021 through June 30, 2023, unless terminated sooner or extended, as provided herein.

SECTION 4. FINANCIAL OBLIGATION

There is no financial obligation between the City and KVFR for Cabulance service.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain vouchers, records, documents and other evidence which sufficiently and properly reflect all Cabulance trips initiated by KVFR. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. INDEMNIFICATION

Section 8.1 Indemnification by KVFR. KVFR agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of KVFR, or damage to property arising out of any willful misconduct or negligent act, error or omission of KVFR, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

Section 8.2 Indemnification by City. The City agrees to hold harmless, indemnify, and defend KVFR, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error or omission of the City, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

SECTION 9. TERMINATION

Either party may terminate this Agreement for any reason upon 90 days' prior written notification to the other party.

SECTION 10. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 11. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

SECTION 12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 14. 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.

SECTION 15. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor.

SECTION 16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 17. 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.

SECTION 18. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for KVFR is:

John Sinclair
Fire Chief
Kittitas Valley Fire and Rescue
802 E. Mountain View Ave
Ellensburg, WA 98926
Ph. 509-933-7235

The Program Manager for the City is

Betsy Dunbar
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926
Ph. 509-925-8680

SECTION 19. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KVFR	City of Ellensburg
_____	_____
Signature	Signatu
By: John Sinclair	By: Heidi Behrends Cerniwey
Fire Chief _____	City Manager _____
Title Date	Title Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
	Terry Weiner, Ellensburg City Attorney

EXHIBIT A
City of Ellensburg Cabulance Travel Voucher – One Way Trip

501 N Anderson St. Ellensburg, WA 98926 Ph. 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip:_____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Pick Up Time: _____ **Military Time**

Name of Passenger: _____

Passenger Address: _____ Ellensburg, WA 98926

Passenger Date of Birth or Age _____

MOBILITY DEVICE: Please circle one below

Ambulatory | Manual Wheelchair | Power Wheelchair (30" wide Max) | Walker | Cane

Does the Passenger have access to their residence? **YES ☐ NO ☐**

If NO, it has been verified that someone will be at the residence to receive the Passenger. **YES ☐ NO ☐**

Signature of the requesting Health Care Professional verifying the above information is true, correct and meets all the criteria stipulated in the scope of work: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Name of Cabulance Driver: _____

Pick Up Time: _____ **Military Time**

Drop off Location: _____ Ellensburg, WA 98926

Drop off Time: _____ **Military Time**

VEHICLE NUMBER: _____ **STARTING MILES:** _____ **ENDING MILES:** _____

Name of Responsible Party at Drop Off Location: _____

Signature of Responsible Party or Passenger: _____

PUBLIC TRANSIT ADVISORY COMMITTEE
Betsy Dunbar, Transit Manager for Central Transit/Committee Liaison
City of Ellensburg | 501 N. Anderson Street | Ellensburg, WA 98926
E. dunbarb@ci.ellensburg.wa.us | (509) 925-8680

TRANSIT MARKETING UPDATE

SURC – Banner, and Student Monitors

88.1 The Burg

Upcoming Ellensburg's Visitors Guide

Upcoming CWU Orientation

Transit TV

TRANSIT UPDATE

New Bus Stop Signs have arrived and are at Fast Lane Signs for route stickers. Belsaas will be installing the signs.