RESOLUTION NO. 2018-14

A RESOLUTION AUTHORIZING OKANOGAN COUNTY TRANSIT AUTHORITY ("OCTA") TO ENTER INTO ANAGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES ("TRANSPORTATION SERVICES AGREEMENT") BETWEEN OCTA AND OKANOGAN COUNTY TRANSPORTATION AND NUTRITION ("OCTN"), AND FURTHER AUTHORIZING THE OCTA BOARD CHAIRPERSON TO EXECUTE SAID TRANSPORTATION SERVICES AGREEMENT.

WHEREAS, the Board of Directors of OCTA have determined it would be beneficial to enter into a Transportation Services Agreement with OCTN to have OCTN provide direct transportation services, including a combination of ADA paratransit and public transit services to the public ,according to the Agreement between OCTA and OCTN; and

WHEREAS, the maximum amount of compensation to be paid to OCTN under the Transportation Services Agreement is \$375,324; and

WHEREAS, this Transportation Services Agreement between OCTA and OCTN is effective from July 1st, 2018 to June 30th, 2019.

NOW, THEREFORE, be it resolved by the Board of Directors of OCTA as follows:

1. The Board of Directors of OCTA does hereby approve the Transportation Services Agreement attached hereto for transportation services between OCTA and OCTN.

2. The Board of Directors does hereby authorize the Board Chairperson of OCTA to execute the Transportation Services Agreement on behalf of OCTA.

PASSED by the Board of Directors of Okanogan County Transit Authority at its meeting on the 9th day of July, 2018.

APPROVED:

Cindy Gagne, Chairperson

ATTEST:

DBellinge

Danyell Bellinger, (acting) Clerk of the Board

APPROVED AS TO FORM:

W. Scott DeTro, OCTA Attorney

AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES

THIS AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES ('Agreement") is made and entered into this date by and between OKANOGAN COUNTY PUBLIC TRANSPORTATION BENEFIT AREA d/b/a Okanogan County Transit Authority (OCTA), a Washington public transportation benefit area operating under Chapter 36.57A RCW and a Washington municipal corporation ("OCTA"), and OKANOGAN COUNTY TRANSPORTATION AND NUTRITION ('OCTN"), a Washington nonprofit corporation (Contractor"). OCTA and the Contractor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

A. Beginning August 7, 2014, OCTA entered into a contract with OCTN in order to support public transportation services including those to people with Special Transportation Needs (through age, disability or income cannot provide their own transportation). From that time, OCTA and OCTN have worked together to build upon the strengths of both agencies and develop a coordinated transportation system expanding service throughout Okanogan County and increasing service availability. OCTN has agreed to provide the services as described in "Exhibit A".

RECITALS

AGREEMENT

The Parties hereby agree and covenant as follows:

- 1. <u>Recitals.</u> The foregoing Recitals are incorporated herein by this reference.
- 2. Nature of Services- Service Hours and Days. The Contractor shall provide the Services as an independent contractor for OCTA in accordance with the provisions of this Agreement and as hereafter directed by OCTA. The Services shall typically be furnished as outlined on Exhibit A, or as otherwise directed by OCTA, and shall include door to door Services for ADA eligible persons, and the public. OCTA will screen and conduct all eligibility reviews and will make all determinations of eligibility for Services. Contractor shall provide all dispatch service for the Services provided with no additional cost to OCTA. Unless otherwise instructed by OCTA, the Services shall include Saturdays and the holidays as outlined in Exhibit A. When feasible, the Contractor shall combine service trips and maximize ride sharing opportunities in order to efficiently and productively provide the Services. The Services shall be furnished within the areas described in Exhibit A.
 - 3. <u>Term.</u> The term of this Agreement shall be twelve (12) months, commencing on July 1, 2018, and terminating on June 30, 2019, unless this Agreement is sooner terminated pursuant to any provision of paragraph 16 of this Agreement or any other provision of this Agreement.
 - 4. <u>Compensation Service Hours.</u> For each hour that the Contractor furnishes Services under this Agreement, the Contractor shall be entitled to receive and be paid compensation by OCTA at the rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

- The Contractor as Representative of OCTA. Notwithstanding the fact that the Contractor 5. shall be providing the Services as an independent contractor and not as an employee of OCTA, the Contractor shall at all times conduct itself in the same manner as a representative of OCTA. Any signage provided by OCTA which is mutually agreed on by both parties, shall be placed on the vehicles used by the Contractor to provide the Services. Signs shall be reflective of the fact that such vehicle is providing transportation on behalf of OCTA. The signs shall be prominently displayed as directed by OCTA on all vehicles used by the Contractor to provide the Services pursuant to this Agreement. The vehicles used by the Contractor to provide the Services shall be maintained in a clean and neat condition, shall have good heat and ventilation system, and shall be well maintained and in safe condition at the Contractor's sole cost and expense. The Contractor shall clean the interior areas of vehicles used in providing the Services daily and the exterior areas of vehicles at least weekly and as needed. The Contractor shall supply its drivers with appropriate uniforms and badges, or dress code as agreed upon, including any payment for said items. Said uniforms and badges shall be maintained in a clean and neat condition. Worn or damaged uniforms and badges shall be promptly replaced by the Contractor. The Contractor shall not place any unapproved private advertising materials inside or outside of any vehicles used in furnishing Services without the prior written consent of the OCTA General Manager.
- 6. <u>Safety Policies and Guidelines</u>. OCTA will provide a copy to Contractor of all applicable safety and security policies and guidelines established and adopted by them. The Contractor shall comply with all applicable policies, guidelines, and procedures adopted by OCTA. The Contractor shall provide such copies OCTA's safety, security policies and guidelines to all

drivers and other employees and insist that such drivers and other employees comply with and conform to such.

7. Drivers and Complaints.

- 7.1 The Contractor shall only employ competent, trained, and qualified drivers for the vehicles to provide Services, will train the drivers consistent with the policies and procedures of OCTA, and will provide OCTA with the names, addresses and qualifications of all drivers which will be providing Services.
- 7.2 The Contractor understands that it is OCTA's policy to invite comments, including complaints, about the manner and quality of the Services provided by or through OCTA, and that such policy will extend to the Services. OCTA will collect and track comments and complaints from customers, and review them at least monthly to improve the Services. All complaints or comments received by Contractor shall be governed by paragraph 14.3 herein.

8. <u>Records.</u>

8.1 All records, books, documents, correspondence, and other materials maintained, prepared, or issued by the Contractor in the performance of its responsibilities under this Agreement (collectively the "records") shall be the property of OCTA, subject to review and inspection as set forth below. Unless OCTA directs otherwise, the Contractor shall be responsible for retention of such records, and the records shall be open for full access and copying by OCTA, the office of the State Auditor, and other governmental officials authorized or empowered by law, rule or regulation to review such records, to have the records reviewed, copied, and audited.

8.2 The Contractor shall retain all records for six (6) years from the date of termination of this Agreement for purposes of any audits or inspections. In the event of any claim, audit, or litigation for which the records may be relevant, the Contractor shall retain all such records until the claim, audit, or litigation has been resolved, even though the retention period will thereby be extended in excess of six (6) years.

9. Insurance. The Contractor shall secure and maintain during the term of this Agreement:

- I. Comprehensive general liability and property insurance written on an occurrence basis for bodily injury and property damage with coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate;
- II. Automobile liability insurance written on an occurrence basis with a minimum coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate for bodily injury, and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for property damage; and
- III. A dishonesty and/or crime endorsement to the comprehensive insurance policy or dishonesty bond in the amount of Ten Thousand Dollars (\$10,000.00).
- IV. All liability policies shall name OCTA as an additional insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to OCTA. Certificates of insurance coverage as required herein shall be delivered to OCTA within fifteen (15) days of execution of this Agreement.
- **10.** <u>Indemnity.</u> The Contractor shall indemnify and hold OCTA harmless from and against any and all claims, demands, causes of action, suits, judgments, or liabilities ,including attorney's

fees, costs, and expenses [including attorneys' fees in enforcing this indemnity]) for any matter, including death or injuries to persons or loss or damage to property, arising out of or in connection with the Contractor's performance under this Agreement. The Contractor's indemnification, hold harmless, and defense obligations and duties under this paragraph shall survive the expiration, termination, or completion of this Agreement and shall remain in full force and effect until satisfied in full. The OCTA shall indemnify and hold the Contractor harmless for and against any and all claims, demands, causes of action, suits, judgments, or liabilities including attorneys' fees, costs, and expenses [including attorneys' fees in enforcing this indemnity]) for any matter, including death or injuries to persons or loss or damage to property, arising out of or in connection with OCTA's performance under this Agreement. OCTA's indemnification, hold harmless, and defense obligations and duties under this paragraph shall survive the expiration, termination, or completion of this Agreement and shall remain in full force and effect until satisfied in full.

11. <u>Arbitration</u>. In the event the Parties cannot agree on any matter set out in this Agreement and if the method of resolution of the disagreement is not set out in the Agreement, they shall promptly consult together and attempt to resolve the dispute. In the event they cannot agree upon a resolution of the dispute, the same shall be brought before an arbitrator for arbitration pursuant to RCW 7.04A, et seq. Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon. If an arbitrator cannot be agreed upon, either party may apply to the Okanogan County Superior Court for appointment of an arbitrator pursuant to RCW 7.04A. If either party determines to appeal the arbitrator's decision, that party may appeal to the Superior Court, pursuant to RCW 7.04A...In all proceedings under this paragraph, the prevailing party

shall be entitled to their reasonable attorney's fees and costs incurred. For the purposes of this paragraph, "costs" shall include any costs or fees of the arbitration, including the arbitrator's fees.

- 12. <u>No Authority to Bind OCTA</u>. The Contractor and its agents, employees, and representatives shall have no authority, actual, apparent, or implied, to bind OCTA by contract or otherwise. The contractor shall not have authority to represent, speak for, or bind OCTA in any contractual relationship.
- 13. Independent Contractor. The Contractor and OCTA agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. In connection herewith, and in addition to any other covenants, duties and obligations contained herein, the Parties further agree as follows:
 - **13.1** The Contractor and employees of the Contractor shall not be entitled to any benefits afforded OCTA's employees by virtue of the services provided under this Agreement, including but not limited to sick leave, vacation, jury duty pay, or health and accidental insurance coverage.
 - **13.2** OCTA shall not be responsible for withholding or otherwise deducting federal income tax, local income tax, payroll taxes or any kind, or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer on behalf of the Contractor, or any employees of the Contractor.

- **13.3** Except as specifically provided herein, the Contractor shall, at its sole cost and expense, furnish and assume full responsibility for all uniforms, badges, materials, equipment, labor, personnel, fuel, vehicles, tools, and any and all other incidentals necessary for the performance and completion of the Services. The Contractor shall, at its sole cost and expense, adequately maintain its vehicles to safely carry and transport riders and perform the Services under the terms of this Agreement. At its sole cost and expense, the Contractor shall furnish all dispatch and communications equipment and devices necessary to conduct the Services. The Contractor hereby represents and warrants to OCTA that it has sufficient vehicles, equipment, and employees to comply with the provisions of this Agreement.
- 13.4 Except as specifically set out herein, neither OCTA, nor its agents or representatives, shall have a right to control or direct the manner, details, or means by which the Contractor or its employees accomplish and perform the Contractor's services.
- **13.5** Except as specifically set forth herein, the Contractor shall be responsible for and pay all costs of conducting the Contractor's business, including, but not limited to, the expense and responsibilities for any and all vehicles used to provide the Services and all repairs and maintenance for such vehicles, all applicable insurance, and all city, county, state, and federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards, or municipalities (including any sales tax applicable to the services provided hereunder). The Contractor represents and warrants that the Contractor has complied with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

- **13.6** The Contractor shall be responsible for payments of taxes associated with the Contractor's business, including, but not limited to, self-employment taxes, estimated tax payments, sales taxes, business and occupation taxes, income taxes, unemployment taxes, and social security taxes. The Contractor shall indemnify and hold OCTA harmless from paying such taxes.
- **13.7** The Contractor shall obtain the necessary employer identification number from the Internal Revenue Service incident to the operation of the Contractor's business and provide the same to OCTA prior to the commencement of work as set forth in this Agreement. OCTA shall provide Form 1099 for amounts paid to the Contractor for services rendered during the tax year.
- 13.8 The Contractor shall comply with state worker's compensation rules and regulations regarding the Contractor and its employees. The Contractor shall provide OCTA, upon request, a certificate verifying the Contractor has worker's compensation insurance coverage for the Contractor and the Contractor's employees.
- **13.9** The Contractor shall designate one of its management level employees to supervise the activities and services required herein. Said management level employee shall be reasonably available to regularly communicate with OCTA regarding service and contract issues and shall attend monthly OCTA Board of Directors Meetings.
- 14. <u>Notifications Deliverables.</u> The Contractor shall fully and timely comply with and perform the following delivery, notification and other requirements:
 - 14.1 The Contractor shall immediately notify the OCTA by telephone call of any accident which occurs while providing Services under this Agreement where the accident involves an injury to any person(s) or damage to any property (accident). The

Contractor shall provide all pertinent and available information relating to the accident, including but not limited to the date, time, and place of, person(s) involved in, the alleged injuries and/or damages sustained, and the circumstances which led to said accident. Unless otherwise directed by the OCTA General Manager hereafter in writing, accident notifications shall be made to the OCTA General Manager at the OCTA office at (509) 557-6177.

- **14.2** Within 24 hours of any accident, the Contractor shall also provide the OCTA with an incident report documenting all available pertinent information concerning the accident, including but not limited to the date, time, and place of, person(s) involved in, the alleged injuries and/or damages sustained, and the circumstances which led to said accident.
- 14.3 The Contractor shall be required to keep a written log of all complaints, compliments, and comments received by the Contractor regarding the Services.. If complaints, compliments and/or comments are submitted in writing to the Contractor, the Contractor shall retain the same on file and promptly make the same available to the OCTA General Manager or their designee for inspection and/or copying, at no charge to OCTA. Any written response to a complaint, compliment and/or comment made by the Contractor shall be copied and mailed to OCTA at the same time the response is mailed or provided to the person making the contractor and be subject to inspection and/or copying by OCTA. No written complaint, compliment, comment, or response shall be thrown away, disposed of or destroyed by the Contractor during the term of this Agreement without the prior

written approval of the OCTA General Manager The Contractor understands and agrees that OCTA shall have the right to respond to any complaint received regarding the Services and negotiate with the Contractor regarding corrective actions to be taken involving the Contractor's drivers or activities which are the subject of legitimate complaint.

- **14.4** The Contractor shall be required to retain pre-trip reports for 90 days and make them available to the OCTA General Manager or his or her designee for inspection at any time.
- 14.5 The Contractor shall make available for monthly inspection by OCTA a list of all Contractor's drivers, identified by employee or other ID number, receiving a driving citation for a criminal violation or civil infraction while providing Services under this Agreement, and, as to each driver, the specific criminal charge or civil infraction for which the citation was issued, the date the citation was issued, the ultimate disposition of the citation, and the discipline or sanctions imposed upon the driver as a result thereof. The Contractor shall forward information to OCTA on or about OCTA property that have been damaged or which are the subject of any complaint or comment as are received by the Contractor.
- **14.6** The Contractor shall make available upon request to OCTA the signed training rosters for the Contractor's drivers showing course subject, date held, and who attended.
- 14.7 Within two (2) business days of receiving a written request for Preventative Maintenance Inspection sheets from OCTA, the Contractor shall, at no cost to the OCTA, provide the OCTA with true and correct copies of all Preventative

Maintenance Inspection Sheets related to any vehicles used in furnishing the Services which were generated or produced by or on behalf of the Contractor within the period of time specified in the OCTA request. The period of time specified shall not exceed the term of this Agreement.

15. Drug and Alcohol Testing Program. The Contractor shall establish, implement and maintain a drug and alcohol testing program for its drivers and other employees occupying safety- sensitive positions in compliance with all applicable state and federal laws, rules, and regulations.. Contractor shall provide OCTA with notification of any violations of such drug and alcohol testing program within 48 hours of Contractor receiving such results.

16. Termination.

16.1 Either Party may terminate this Agreement without cause by providing written notice to the other Party of the intent to terminate the Agreement at the end of the period set out in the notice which shall not be less than sixty (60) days after the date of the notice.

16.2 Either Party may terminate this Agreement for cause upon providing seven (7) days' written notice to the other Party of the intent to terminate the Agreement. For purposes of this provision "cause" shall be defined as a material breach of this Agreement by the Party not seeking to terminate the Agreement for cause.

17. Default. In the event of default of any provision of this Agreement, in addition to the other rights provided herein, the non-defaulting Party shall have all rights and remedies existing at law or in equity, including the right to recover monies paid and wrongfully expended and to seek other damages allowed by law or in equity.

18. <u>Assignment.</u> The rights and responsibilities hereunder are personal to the Parties and may not be assigned or sublet by either Party.

19. <u>**Time is of Essence.**</u> Time is of the essence of this Agreement.

20. Notices and Communications. Any notices to be given hereunder by either Party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual delivery, and mailed notices shall be deemed communicated as of the third day after the effective day of mailing, if prepaid. All notices shall be given at or to the following address, unless actual notice in writing of a different address for notices is received by the other Party:

If to OCTA:

Okanogan County Transit Authority Attn: General Manager PO Box 507 Okanogan, WA 98840

If to the Contractor:

Okanogan County Transportation and Nutrition Attn: Deanne Konsack PO Box 711 Omak WA 98841

- **21.** <u>Savings Clause.</u> Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.
- 22. <u>Attorney's Fees and Costs.</u> In the event it is necessary for either Party to utilize the services of an attorney to enforce or interpret any of the terms of this Agreement, such enforcing Party shall be entitled to compensation for its reasonable attorneys' fees and costs.
- 23. Corporate Authority: Binding Signatures. Each of the individuals executing this Agreement

on behalf of the Contractor or OCTA warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

- 24. Entire Agreement. This Agreement represents the entire and integrated agreement between OCTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OCTA and the Contractor. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OCTA and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OCTA and the Contractor and not for the benefit of any other party.
- 25. <u>Non-Waiver</u>. The waiver by either Party of a breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party. The failure of either Party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
- 26. <u>Applicable Law and Venue.</u> This Agreement will be interpreted in accordance with the laws of the state of Washington. The venue of any action hereunder shall be in Okanogan County, Washington.
- 27. Interpretation. Paragraph headings are for convenience only and shall not be considered when interpreting this Agreement. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.
- 28. Severability. It is intended that each paragraph of this Agreement be viewed as separate and

divisible and if any paragraph is held to be invalid, the remaining paragraphs shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties hereto have executed this Agreement to be effective on July 1, 2018.

OCTA:

The Contractor: OCTN

Okanogan County Transit Authority

Okanogan County Transportation. and Nutrition

By: nai Cindy Gagne, Board Chairperson

By: Kobut Mulaniel President

Dated:_ My 9. 2018

Dated: July 20, 2018

Exhibit A

Specific Terms and Conditions

Program Service Scope

Okanogan County Transportation & Nutrition shall furnish the necessary personnel and support services and, otherwise do all things necessary for, or incidental to, the performance of the work set forth.

1. Program Definition

Transportation services are designed to transport the public to and from employment, medical and health care services, social services, meal programs, senior centers, shopping, and recreational activities. Para Transit Eligibility will be determined by Okanogan County Transit Authority (OCTA) and service provided from origin to destination as approved by OCTA. All other transportation service is available to the public without eligibility required.

2. Service Area

OCTN will provide and operate the contracted services according to the following service area and schedule:

Fixed Route Brewster:	Includes Pateros	Demand Response and Paratransit	
<u>M - S</u>	Four Round Trips	MTWTh 8:00-11:30am & 12:30-4:30pm	
Omak:		Includes Okanogan, Malott, Riverside and Conconully (On limited/restricted basis)	
M-S		7:00 am – 5:00 pm (3-4 busses @ 8 hrs per day & 1 @ 8 hrs per day Saturday)	
Oroville: <u>M - S</u>	Oroville to Tonasket Four Round Trips	Oroville Only T, Th, F 9:00-11:30am and 12:30-3:00pm	
Tonasket: Includes Ellisforde		M, W, Th. 8:00–11:00 am & 12:30–3:30 pm	
Twisp:	Includes Winthrop	M, Th, F8:00 – 11:30 & 1:00 – 4:30 pm	

3. Target Population

OCTN serves the residents of Okanogan County. The target population for services is anyone boarding or disembarking within the service areas defined by OCTN.

Trip Priorities

Trips will not be prioritized. Public transportation will be provided on a first-call, first-served basis.

Services and Contracting Requirements

1. Service Days

Fixed Route Services shall be provided on all regularly scheduled service Days, excluding the following holidays:

Thanksgiving Day Christmas Day New Years' Day

November 22rd December 25th January 1st

Appendix A



and the first

Exhibit **B**

Agreement between TranGO (Okanogan County Transit Authority) and Okanogan County Transportation and Nutrition

July 1, 20187 to June 30, 20198

Financial Consideration and Reporting Requirements

1. Computation of Contract

To provide demand response services, ADA Paratransit, and dispatch between July 1, 201<u>8</u>6, and June 30, 201<u>9</u>7, at the total contracted amount for combined hourly and mileage rate of \$342,000 375 324.

Demand Response	\$
Fixed Route	\$
Total	Ś

282,000 300,000 60,000 75,324 342,000 375,324 **Commented [KS1]:** The Demand Response is increase to cover driver wages and additional bus on Saturdays for Omak/Okanogan The Fixed Route is increased to cover driver wages and provide year round service HUD Housing in Oroville.

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2. Method of Reimbursement

Payment for services shall be made after services have been provided and required reporting is complete. OCTN will provide an invoice in the amount of \$28,500 31,277 to Okanogan County Transit Authority 3 business days prior to the second Monday of the month following service.

3. Reports

OCTN will provide monthly reports documenting the following service data, which should reflect all services provided under any and all funding sources:

- Revenue Service Miles
- Revenue Service Hours
- Revenue Service Trips
- Non-Revenue Service Miles
- Non-Revenue Service Hours
- Non-Revenue Service Trips
- Total cost of all services: (TranGO will use this figure to determine the percentage of service to report to the National Transit Database and the Public Transit Summary (WSDOT)).
- Total number of gallons of fuel consumed during the month

- Number of paratransit trips provided (to eligible passengers)
- OCTN will document any comments or complaints received regarding service. Monthly
 meetings will be scheduled between OCTN and OCTA to review comments and complaints, in an
 effort to continually evaluate and improve service.

Exhibit B

Agreement between TranGO (Okanogan County Transit Authority) and Okanogan County Transportation and Nutrition

July 1, 2018 to June 30, 2019

Financial Consideration and Reporting Requirements

1. Computation of Contract

To provide demand response services, ADA Paratransit, and dispatch between July 1, 2018, and June 30, 2019, at the total contracted amount for combined hourly and mileage rate of \$ 375,324.

Demand Response	\$ 300,000
Fixed Route	\$ 75,324
Total	\$ 375,324

2. Method of Reimbursement

Payment for services shall be made after services have been provided and required reporting is complete. OCTN will provide an invoice in the amount of \$31,277 to Okanogan County Transit Authority 3 business days prior to the second Monday of the month following service.

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OCTN will provide monthly reports documenting the following service data, which should reflect *all* services provided under any and all funding sources:

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- Total cost of all services: (TranGO will use this figure to determine the percentage of service to report to the National Transit Database and the Public Transit Summary (WSDOT)).
- Total number of gallons of fuel consumed during the month

- Number of paratransit trips provided (to eligible passengers)
- 4. OCTN will document any comments or complaints received regarding service. Monthly meetings will be scheduled between OCTN and OCTA to review comments and complaints, in an effort to continually evaluate and improve service.