

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) CCPH SR2016-144

DATE: Aug 1, 2016

REQUESTED ACTION: County Manager approval for contract HDC.144 with Eco Shuttle. Total remuneration under this agreement will not exceed \$2,800.00.

Consent Hearing County Manager

BACKGROUND

Consistent with Strategic Initiatives 2 and 3, and as part of our key focus on influencing the conditions that promote good health for everyone through community partnerships, CCPH is working with local schools to support Farm to School opportunities. Connecting farms and schools is a recognized best practice that positively influences economics to nutrition. Farm to School programs provide food system education to students and connect local farmers to school meal programs and increases access to fruits and vegetables in school meal programs.

As part of our work under the Farm to School grant, CCPH is coordinating education for food service employees who work in Vancouver Public Schools on how to promote locally produced foods in school cafeterias. To accomplish this training, CCPH requires transportation to a number of sites in the Vancouver/Portland metro area. This transportation and field trip was included in the work plan and budget for the USDA Farm to School grant.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

Clark County school meal programs serve delicious, nutrient-rich foods, but lack the resources to implement a fully developed Farm to School strategy. The food service director at Vancouver Public Schools is enthusiastically collaborating with Public Health on increasing Farm to School opportunities for their students. CCPH also partners with WSU Extension, Food System Council, Duck Produce, and local farms on this initiative.

BUDGET IMPLICATIONS

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity.
<input type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
<input type="checkbox"/>	<input type="checkbox"/>	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be

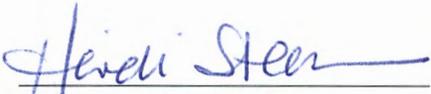
referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$2,800.00
Account	1025, Public Health Fund
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


Heidi Steen, MBA
Financial Mgt. Analyst/Public Health


Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, County Manager

DATE: 8/15/16

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025 / Public Health-USDA Farm to School	2,800	2,800		0		
Total	2,800	2,800		0		

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 / Public Health-USDA Farm to School		2,800	2,800		0		
Total			0		0		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	2,800	2,800				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	2,800	2,800		0		



Contract for Services

Vendor Information

Company Name: Environmental Commuter Options Co. dba ecoShuttle
Address: 25500 SW Grahams Ferry Rd, Sherwood, OR 97140
Company Phone: 503-548-4480
Company Fax: 503-548-4821
Tax ID #: 36-4609414
Reservation Specialist: Mark Klosterman
Email: mklosterman@ecos Shuttle.net

Customer/Service Information

Organization/Event Name: Clark County
Service Contact(s): Melissa Martin
Phone #: 360-397-8000 ext. 7291
Email Address: Melissa.Martin@clark.wa.gov
Date of Service: 8/29/16
Vehicle(s) Used: one 55-passenger coach, two 25-passenger buses, and one 47-passenger coach
Estimated Passenger Count: varies
Time of Service Contact & Phone number: TBD
PA Required (Y or N): N
Luggage Storage Required (Y or N): N
Wheelchair Lift Required (Y or N): N
Music Option (Y or N): N

Description of Services:

On the above dates, ecoShuttle will provide driver(s) and the bus(es) listed to provide point to point transport.

Itinerary and Addresses:

Group A (505 and 025)

9:05AM Both buses arrive at Eleanor Roosevelt Elementary, 2921 Falk Road, Vancouver, WA 98661.

9:20AM Both groups will leave Eleanor Roosevelt Elementary, 2921 Falk Road, Vancouver, WA 98661.

Group A **ARRIVE** at 10AM at Cal Farms in Oregon City, Clackamas, OR (exact address forthcoming).

Group A **DEPART** at 11AM will depart Cal Farms and head to Duck Delivery.

Group A **ARRIVE** at 11:35 at Duck Delivery

Group A **DEPART** at 12:55 (Duck) and return to Roosevelt Elementary

Group A 1:30 to 2:00pm - Both buses return to Roosevelt.



Group B (504 and 325)

9:05AM Both buses arrive at Eleanor Roosevelt Elementary, 2921 Falk Road, Vancouver, WA 98661.

9:20AM Both groups will leave Eleanor Roosevelt Elementary, 2921 Falk Road, Vancouver, WA 98661.

Group B **ARRIVE at 9:40AM** at Duck Delivery Produce Inc, 8448 Northeast 33rd Drive # 120, Portland, OR 97211.

Group B **DEPART at 11AM** will depart Duck Delivery at 11AM and head to Cal Farms

Group B **ARRIVE at 11:35** at Cal Farms

Group B **DEPART at 12:35** (Cal Farms) and return to Roosevelt Elementary

Group B 1:30 to 2:00pm – Both buses return to Roosevelt.

Quote: \$2,375, not including a gratuity*. * Standard gratuity is 10-20%. Let your booking agent know how much you would like to add.

** See Cancellation Policy Below

***After services are rendered, customer can either opt to receive an invoice or we can run the credit card provided upon booking. We generally allow payment in full in advance but wish to have a credit card on file for overages. **Please let the reservation specialist know the preferred method of payment in advance.**

TERMS OF SERVICE

General

This document contains all of the terms and conditions under which The Environmental Commuter Options (ECO) Company dba ecoShuttle (The "Company," "Us," "We") **agrees to furnish services** to you ("Client," "Customer" or "You"). **When you sign this document, it is a legally binding contract, and it can only be changed by a later written agreement between us.** Carefully read this entire document before signing.

Our Services

ecoShuttle offers a private transportation service that is two-fold: an **"irregular route" charter and reservation only service**, and a **"regular route" employee commuter shuttle service**. We can customize and tailor to most services requested. We also offer a 24/7 private airport shuttle service and rates are dependent on the pickup area and are subject to a \$10 surcharge for pickups 10pm-6am.

Reservations

ecoShuttle accepts reservations 24 hours a day, 7 days a week. A credit card will be taken with a 50% deposit (20% is non-refundable) to hold the vehicle, date and block of time for the service. The customer can pay cash, check or a different credit card at the time of service, during a follow-up phone call, or upon receipt of an invoice. If payment is not made within 30 days of the service date, a late fee of 3% will be applied.

Service Quotes

Our service quotes are estimates. Actual time billed is based on total time from first pickup to last drop-off. We prorate the actual time to the nearest 15 minutes. Gratuity is not included unless you request it included in the quote (standard is 10-20%). We quote based on how many hours requested. There is a 2-hour minimum when a scheduled trip is local (excluding PDX trips, which is a flat fee). Hourly rates are subject to increase depending on the mileage driven, or a fuel tax may be instituted if travel is outside the greater Portland area. Please call for an accurate quote/estimate.

Cancellation Policy

If the customer cancels outside of 10 days, then 30% of the 50% deposit will be refunded. If the customer cancels within 10 days of the scheduled run, then the 50% deposit will not be refunded. Cancellations within the 72 hours are billed the entire quoted amount. Airport shuttle cancellations may occur the same day, unless the driver has already left for the pickup, at which point the customer will be billed the entire quoted amount.



Food, Beverage, & Smoking

You may bring aboard your own food and drink with ecoShuttle approval. You must be 21 years of age or older to consume alcohol and/or be under the influence of alcohol in any ecoShuttle vehicle. Illegal substances and smoking are strictly prohibited. Purposely littering the bus will not be tolerated and any behavior that is perceived unsafe by the driver can cause an early drop-off and end of service.

No Shows

We prefer to have a valid customer cell phone number. If the driver has not made pick-up after 15 minutes, we will call the service contact. If no contact is made, we will hold the vehicle an additional 5 minutes and then give a no-show call to the driver. If contact is made and the customer asks for additional time, we will allow an additional 15 minutes. If no pick-up has been made by that time, we will give a no-show call to the driver. To have a vehicle wait longer than our standard time, you must arrange it in advance with the reservation specialist or call dispatch as the situation develops. If you do not call and we release the vehicle, you will be charged a billable "no-show" for the entire amount quoted to the customer's provided credit card.

Airport Shuttles

Pickups at PDX or other airports require flight information, and we will track the flight to ensure timeliness of our pickup. We arrive at Charter Buses (located on Island 2 of the commercial lanes) 20 minutes after the flight lands if the customer is checking bags (10 minutes for no checked bags). If the flight is delayed two hours or more, we cannot guarantee a pickup, as we may have another booking. We will make every effort possible to find alternate transportation.

Luggage & Microphones

Most of our vehicles do not come standard with capacity for luggage or microphones. If the client desires either, they must request it in advance.

Waiting Time

Waiting time begins 15 minutes after the scheduled pick-up time and is billable at the stand-by rate.

Safety

ecoShuttle does not allow over-capacity on any of its buses for various safety reasons and applicable state laws. If a bus has maxed out its seating capacity, and it causes another trip to be added, then extra time will apply. See Extra Time.

All passengers must stay seated or holding onto a grab bar while the vehicle is underway, as the vehicle may start and stop suddenly. Passengers are requested not to change seats when the vehicle is in motion unless exercising extreme caution. ecoShuttle will not be responsible for injuries to passengers who stand without holding onto a grab bar or walk while the vehicle is in motion. Charter groups must provide adequate supervision and discipline.

Extra Time

If the last drop-off goes over than the stated hours within the contract, then hourly rates apply prorated to the nearest quarter hour. This applies to time starting 15 minutes after the contracted last drop off time. This does not apply to inclement weather and traffic conditions while in transit with ecoShuttle. If time goes beyond one hour of the scheduled last drop off time, the driver will call management for authorization and if applicable, the driver or management may let the service contact know that they are either conflicting with another service or going over federal motor carrier and/or labor laws. The driver has the authority to end the service if the final leave time goes beyond one hour with appropriate communication to the customer.

Inclement Weather

ecoShuttle will assess weather conditions 24 hours in advance of the scheduled service. If the weather is too dangerous for driving, the service contact will be notified and ecoShuttle has the option to cancel the service trip. If the service is canceled, the 50% deposit will be refunded and the reservation specialist will provide alternative options. If the client should cancel based on inclement weather, the deposit (or 50% of the total quote) will be forfeited by the Client. ecoShuttle and its drivers may decide at any point of travel that the weather is too dangerous for driving and they will attempt a final return to the pickup point. Billing will be based on actual drive time and stand-by. While driving in inclement weather, drivers will use their best judgment to determine if the roads are unsafe to drive and wait for the weather to clear. Every effort will be made to provide emergency trips as needed.

Travel time for out-of-town Pick-ups

Charges apply of ½ the drive time hourly rate for all initial pickup locations on or above 45 minutes Google Map time away from our office.

Fueling on Extended Trips

ecoShuttle may need to stop for fuel on extended trips. Our drivers will pre-plan and seek out high biodiesel blended stations wherever possible, although a low percentage of biodiesel or diesel may be required to fulfill the trip requirements.

Event Conclusions

The ecoShuttle will be held for a half hour after scheduled conclusion of an event (i.e. concerts). Additional charges may apply if waiting longer than that. Please call to avoid these charges.

Breakdowns

In the rare event that a bus breaks down, ecoShuttle will do everything possible to either provide a replacement bus or have the mechanic fix on-site as swiftly as possible. If all other buses are unavailable, dispatch will contact other partner companies or taxis



for the quickest response. The backup buses may not be biodiesel blended. We will not be responsible for expenses related to lodging or meal expenses as a result of a breakdown.

Additional Fees

Vomit occurrences and other bodily fluids on the ecoShuttle will be assessed an additional \$300 if the occurrence happens on seat(s), carpet, or other hard-to-clean areas. \$150 will be assessed if it occurs on the floor. Excessive messiness, including broken glass, spilled beverages and mud/dirt can be assessed a \$100 cleaning fee. Pets are assessed a \$25 cleaning fee. Physical damage to the vehicle will be charged the full amount that it took to repair plus labor costs if due to the misconduct/negligence of the customer/organization.

Tolls, airport fees and entry fees for parks and/or attractions are the responsibility of the customer. If the Company or driver pays for these fees, the customer will be billed for direct charges.

Service Denial

ecoShuttle reserves the right to deny service for any reason, including but not limited to natural disasters, civil disobedience, physical damage to the vehicle, incapability, and disorderly conduct.

Insurance.

ecoShuttle shall maintain at all times during every service and at its own expense, valid and collectible insurance as required below. This insurance shall not be terminated, permitted to expire, nor materially altered.

Commercial General Liability Insurance, including broad form property damage liability, and contractual liability coverages. Such insurance shall bear a combined single limit per occurrence and annual aggregate of not less than \$5,000,000, exclusive of defense costs as respects products and completed operations, and a combined single limit per occurrence and annual aggregate of not less than \$5,000,000, exclusive of defense costs, as respects all other coverages. Such insurance shall:

- Be primary for all purposes;
- Contain standard cross-liability or severability of interest provisions; and
- Contain no explosion, collapse, or underground exclusions.

Automobile Bodily Injury and Property Damage Liability Insurance on an "occurrence" form with a combined single limit per occurrence of not less than \$5,000,000. Such insurance shall cover liability arising out of the use by ecoShuttle of owned, non-owned, and hired vehicles in the performance of the Shuttle Service.

As evidence that policies do in fact provide the required coverages and limits of insurance listed below and are in full force and effect, ecoShuttle may furnish to any and all clients certificates of insurance on forms acceptable to private transportation.

Any other insurance carried by **ecoShuttle's clients**, which may be applicable shall be deemed to be excess insurance and ecoShuttle's insurance shall be deemed primary for all purposes despite any conflicting provision in ecoShuttle's policies to the contrary.

Indemnity Clause

(a) General. Except as otherwise expressly provided, each party to this agreement shall defend, indemnify and hold harmless the other party and any of the other party's affiliates and their officers, agents, and employees from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, court costs and attorney's fees, arising from or relating to third party claims based on negligence, misconduct, or other fault of the indemnifying party in the performance of its obligations under this agreement.

(b) Indemnification Procedures. If either party ("Indemnified Party") becomes aware of a claim that may require indemnification by the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party in writing of the claim and will allow the Indemnifying Party to assume sole and full control of the defense and settlement of the claim. The Indemnified Party will provide the Indemnifying Party with reasonable assistance and information necessary to defend and settle the claim. The Indemnified Party's counsel will have the right to participate in the defense and settlement of the claim, at the Indemnified Party's own expense.

Accommodations for Disabled

Any group that requires an ADA accessible vehicle is required to inform us at the time of the reservation or at the latest 24 hours in advance. If 24 hours in advance, we cannot guarantee an ADA accessible vehicle will be available. Groups with disabled members are responsible for providing trained personnel capable of providing assistance to the disabled in the event of an emergency. A driver may offer assistance to passengers but is not required, as his or her attention may be associated with driving, communicating with customers, or assisting with luggage. In the event of a fall or accident, ecoShuttle and/or the driver will not be responsible for injuries to the passenger(s). Please watch your step.

Disclaimers

We reserve the right to limit the number of reservations taken at peak periods and during inclement weather conditions. We promise to do everything possible to be on time or early for all reservations. In addition, passengers making reservations and leaving without calling the office at 503-548-4480 or driver (if # provided) may result in a no-show being charged to their credit card.



ecoShuttle has the right, at its sole discretion, to substitute equipment from our fleet or from other companies in order to fulfill this agreement. This company shall not be liable for items left in the vehicle or loss of time due to inclement weather.

Drivers

All ecoShuttle drivers have passed all commercial driving tests, required endorsements, and background checks. Each driver is subjected to the Federal Motor Carrier Safety Regulations and while employed at ecoShuttle they are randomly selected on a continuous basis for drug and alcohol testing. Each driver has their motor vehicle reports pulled on a quarterly term and is scrutinized by the company and the insurance agency that supports ecoShuttle. All drivers possess a valid medical card and must be in good health to perform all duties for ecoShuttle.

All itineraries must allow the driver and the Company to comply with all Federal, State and local regulations or ordinances. Drivers are limited to: a) 15 consecutive hours on duty in any one day (including ½ hour driver preparation); and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. The Customer is responsible for the driver(s) overnight room accommodations, unless you and the Company have agreed in advance that the Company will provide the driver's room and bill for direct charges.

*approved as to form
Jane E Vetto
CCDPA 7/17/16*



This document, when completed, authorizes ecoShuttle to charge the credit card for the services provided pursuant to the Agreement. This card will be charged for additional charges including overage time. I agree to the above terms and conditions and agree that I am 18 years of age or older.

Customer Signature: Mark McCauley Date: 8/15/16

Print Name: Mark McCauley, County Manager Event Date(s): 8/29/2016

Credit Card Information:

Please Note: **Deposit must be paid prior to event for confirmation of services.***

*We may accept a check for the deposit or full balance in advance of the event; however, we require a card on file for overages or if we are unable to collect the balance following the event within 10 days of follow-up (email or phone call). Further, in the event of a no response, we will include an automatic 15% gratuity.

Card Type (Circle One): Visa MasterCard American Express Purchase Order

Card #: N/A

Exp Date: N/A Name on Card: N/A

Billing Address associated with card: Please send Invoice to:

Clark County Public Health, Attn: Accounting

PO Box 9825

Vancouver, WA 98666

3-digit security code on back of card (or 4-digit code on front for AMEX): N/A

Payment Preference (Circle one):

Full Amount + _____ % Gratuity or \$ _____ OR 50% Deposit

Total Amount to be Authorized: \$ _____

~~Please fax signed contract to 503-548-4821, or scan and email to mklosterman@ecoshuttle.net or call 503-548-4480 to provide credit card information.~~ Gratuity will be determined after services are rendered.

IN CONSIDERATION FOR SERVICES RENDERED, THE UNDERSIGNED INDIVIDUALLY AND UNCONDITIONALLY GUARANTEES TO THE ENVIRONMENTAL COMMUTER OPTIONS COMPANY DBA ECOSHUTTLE AND ITS SUCCESSORS, THE PROMPT PAYMENT OF SAID ACCOUNT IF NOT PAID WHEN DUE. THE UNDERSIGNED FURTHER AGREE TO REIMBURSE ECOSHUTTLE FOR ALL ATTORNEY'S FEES, COURT COSTS, AND OTHER CHARGES, IF THIS ACCOUNT SHOULD BE PLACED IN THE HANDS OF AN AGENT OR ATTORNEY FOR COLLECTION

Date: 8/15/16 Sign Name: Mark McCauley
(Name of person guaranteeing payment, NO TITLE)

Print Name: Mark McCauley, County Manager

Home Address: PO Box 5000

City: Vancouver State: WA Zip: 98666