



## 2024 WHATCOM TRANSPORTATION AUTHORITY COMMUNITY VAN GRANT PROGRAM

### **BACKGROUND**

Whatcom Transportation Authority (WTA) offers a creative and flexible approach to providing transportation through the Community Van Grant Program. The Program makes surplus vanpool vans available for qualifying not-for-profit organizations to enhance public transportation options. WTA selects Community Van Grant recipients based on their ability to serve community transportation needs that WTA service does not currently meet and their capacity to document the results.

### **OVERVIEW OF PROCESS**

Whatcom County community organizations with 501(c) (3) designations or government organizations serving Whatcom County are eligible to apply. Given the limited number of available retired vehicles and the irregularity of their availability, the application process is competitive, meaning applications will be evaluated and scored by a committee of WTA staff. The highest scoring applications will be selected for award.

In 2024, up to eleven (11) retired vanpool vehicles ranging from 12 to 15 passengers will be available for award. These retired vehicles are no longer needed for the vanpool program and have been deemed to be in good working order by WTA's Fleet and Facilities Department. Placement of a vehicle into the Community Van Grant program is exclusively at WTA's discretion.

Selected recipients will take title to the vehicle upon award and be required to submit regular performance reports for the first year of ownership. Once all reporting requirements are met, WTA will have no further involvement with the awarded van.

Questions about eligibility and other questions about the program should be directed to Malcolm Duncan-Graves at [vanpool@ridewta.com](mailto:vanpool@ridewta.com) or 360-788-9312.

**Deadline to submit application and supporting documents is Friday, August 23, 2024 at 3 p.m.**

# ELIGIBILITY RULES/REQUIREMENTS & SELECTION CRITERIA

## A. ELIGIBILITY RULES AND REQUIREMENTS

**These rules apply for application and for one (1) year after award of vehicle:**

- Recipients must be not-for-profit organizations with 501(c) (3) designation or a government organization. Applicants will provide IRS documentation of not-for-profit designation as part of their application.
- Recipients shall use the supplied vehicle to provide free transportation to their clients, members, guests or other users as described in the application.
- Vehicles must be used for trips with either an origin and/or destination in Whatcom County.
- Vehicles will be used primarily for shared trips of more than one (1) individual. Recipients may not use vehicles for cargo purposes, personal use, or single occupant trips.
- Only the person authorized to commit an applicant to a contract will be identified as “buyer” on the vehicle title.
- Recipients shall not use the vehicle for purposes outlined as “unacceptable” in WTA’s advertising policy (Appendix A).
- Recipients will sign a contract after award in exchange for providing transportation services. A sample contract is included in this packet for information purposes only (Appendix B).
- Recipients must track ridership and provide a monthly report to WTA by the 5<sup>th</sup> of each month. See Appendix C for example report form.
- At the end of the one-year agreement, recipients must provide a summary report including an explanation of how the program has benefitted their organization and the community, a description of the challenges faced in implementing and coordinating transportation services, and a comparison of actual monthly transportation services provided and expected monthly transportation services, as outlined in this application.
- Recipients must certify they have the financial capacity to insure granted vehicles, maintain vehicles in good working condition, and the administrative ability to manage

drivers and schedules. WTA reserves the right to request additional information to verify financial capacity.

- Only one (1) vehicle will be awarded per agency/organization per calendar year. Agencies/organizations may re-apply during subsequent cycles for additional vans. WTA reserves the right to review previous Community Van Grant contract performance as part of its evaluations.
- If awarded a vehicle, organization's must provide proof of adequate insurance coverage before vehicle is titled to them. Adequate insurance is considered by Washington State as coverage of \$25,000/\$50,000/\$10,000. In the event of a covered accident, limits for bodily injury are \$25,000 per person, with a total maximum of \$50,000 per incident. If awarded a vehicle, proof must be provided within fifteen (15) days or vehicle will go to the next highest-ranking applicant.
- Failure to fulfill any of these requirements will result in ineligibility from the current or any future year program.

## **B. SELECTION PROCESS**

### **Selection Committee**

A committee of WTA staff will review and evaluate the submitted applications based on the below criteria. WTA reserves the right to request additional information and/or a meeting with the applicant to properly evaluate a submission.

### **Selection Criteria and Weight**

- **Demonstrated Community Benefit: (40%)**  
Clear detail of the scope and nature of the transportation need and how your agency will meet that need; how/if transportation is currently provided; the population to be served.

Clearly explain the scope and nature of your agency's transportation needs and provide all supporting data demonstrating that need. Demonstrate how your agency plans to serve an unmet public transportation need in Whatcom County, or expand the current scope of your transportation program(s). Identify what transportation services you currently utilize. Include general information on user profiles, such as low income, people with disabilities, seniors, etc.

- **Total Number of Trips provided:** (30%)  
Supporting details on how the number of trips were determined.

Provide a clear and defined calculation of the estimated number of trips to be provided monthly. Describe the nature of the trips and provide supporting documentation.

- **Coordination of Services:** (10%)  
How well your service utilizes other transportation services/providers in the area, or coordinates services to broaden the population served.

Describe how your proposed service coordinates with public and/or private transportation services in the area to ensure broad community benefit and maximum transportation availability.

- **Ability to Fund and Administer:** (10%)  
Description of the source of funding, security of that funding, and experience with transportation administration.

Describe how the organization will maintain, fund and insure the van. Explain how the organization will manage the program and meet contract reporting requirements for the first year of van ownership.

- **Clarity and Quality of Application:** (10%)  
Content, clarity, legibility, and inclusion of data.

Applications will be evaluated on content, clarity, legibility, completeness, presentation and quality.

## **Public Disclosure Law (RCW 32.56)**

WTA complies with RCW Chapter 42.56. All proposals, supporting documentation, Contract documents, and reports will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is the Applicants responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

### **Additional Information:**

In addition to these specific criteria, geographic equity, diversity in population groups served and previous grant award(s) will be considered in evaluating the application.

# WHATCOM TRANSPORTATION AUTHORITY COMMUNITY VAN GRANT PROGRAM

## Application for Surplus Vanpool Vehicle

### SECTION 1: GENERAL INFORMATION

Primary Applicant Organization: \_\_\_\_\_

Primary Contact Person Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Secondary Contact Person Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Organizational Mission Statement or purpose of your organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partner Organization: \_\_\_\_\_

Partner Organization: \_\_\_\_\_

What size vehicle would you prefer: 12 ft\_\_\_\_ 15 ft\_\_\_\_ No Preference \_\_\_\_

## SECTION 2: DESCRIPTION OF PROPOSED VEHICLE USE

### Background Information

1. Does your organization currently provide transportation for your clients/participants?  
Circle one: Yes No

A. If yes, explain how:

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B. In a typical month, how many trips is your program currently providing?

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C. For a typical trip, how many passengers are transported?

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2. Will this awarded vehicle replace one of your existing vehicles? Circle one: Yes No

3. Do any of your organization's clients/participants currently use the WTA fixed route or paratransit services? Circle one: Yes No

If yes, explain how:

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4. Will your planned service with this vehicle change how your clients use WTA?  
Circle one: Yes No

If yes, explain how:

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**Community Benefit (40%)**

1. What is the transportation problem you are proposing to solve with this vehicle? (Attach an additional sheet if needed).

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2. How did you identify this need? Provide supporting documentation.

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3. Describe a general profile of the passengers you anticipate serving. Profile information includes but is not limited to persons with disabilities, senior citizens, persons with low income, at risk youth, veterans, and the general public. Include expected percentages of each category profile.

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**Total Number of Trips: (30%)**

1. If awarded a van, how many trips do you expect to provide per month over the course of the next year? Explain how you arrived at your estimate.

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2. For a typical trip, how many passengers do you estimate, on average to be riding? Explain how you came to this estimate.



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**Ability to Fund and Administer (10%):**

1. Describe how your proposed transportation program will be maintained and funded:

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2. Will you use existing staff as drivers or hire additional personnel?

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3. Describe how your organization will manage the drivers, schedule, vehicle, and contract reporting requirements. Include the name and title of the Community Van Grant program manager or administrator:

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4. Describe how you will notify clients, general public, etc. of your new service.

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### **SECTION 3: CERTIFICATION**

**I certify that, to the best of my knowledge, the information in this application is true and accurate. This agency/organization has the necessary financial and managerial capability to adequately operate, maintain and insure the vehicle for which this application is being made. I am duly authorized to commit this agency/organization to the contract requirements and understand that my name will be used on the vehicle title and registration should an award be granted.**

#### **Signature of Agency/Organization**

Board Chair/Executive

Officer: \_\_\_\_\_

Typed Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**WHATCOM TRANSPORTATION AUTHORITY  
COMMUNITY VAN GRANT PROGRAM  
Application Submission Check List**

**Have you:**

- INCLUDED THE COMPLETED APPLICATION**
- IDENTIFIED YOUR ORGANIZATION**
- INCLUDED REQUIRED SIGNATURES**
- INCLUDED ANY SUPPORTING DOCUMENTATION**
- INCLUDED A COPY OF YOUR AGENCY'S 501(c)3 CERTIFICATION**
- INCLUDED A COPY OF YOUR INSURANCE COVERAGE STATING VEHICLE COVERAGE AMOUNTS (see page 2 for amounts. If you do not have vehicle coverage yet, proof will be needed before title is transferred.)**
- POSTMARKED OR EMAILED THE APPLICATION BY DEADLINE DATE & TIME OF FRIDAY, August 23, 2024 AT 3 P.M.**

**Return all items to:**

**Malcolm Duncan-Graves**

**Whatcom Transportation Authority**

**4011 Bakerview Spur**

**Bellingham, WA 98226**

**[vanpool@ridewta.com](mailto:vanpool@ridewta.com)**

**Application deadline: Friday, August 23, 2024 at 3 P.M.**

## Appendix A: Prohibited Transit Advertising Policy

Section: CR&M  Policy: 1	Effective Date: October 18, 2019 Union Notification Date: n/a  <b>Defining Prohibited Transit Advertising Content</b>  Approval:  General Manager _____ Date _____
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### Purpose Statement

WTA's transit advertising program is designed to maximize revenue in a manner that supports its overall mission of providing efficient and safe public transportation services. As such, WTA can only allow transit advertising that is consistent with and will not interfere with WTA's efforts to provide such services.

It is therefore essential that any transit advertising be consistent with WTA's mission, including that its services are safe and efficient, that it maintain a non-discriminatory environment and avoid discrimination claims, that passengers feel welcomed when using its services, that it maintain an environment that is appropriate for minors, and that members of the general public perceive WTA as creating a secure and welcoming environment. These are based upon the overall goal of maximizing ridership and providing safe and efficient public transportation services. As such, any advertising must maintain WTA's neutrality and avoid even the potential occurrence of any negative association of WTA with controversial subjects. No advertising will be permitted that would result in the diversion of administrative or other resources away from WTA's providing of public transportation services, cause passengers to feel unsafe or unwelcome using WTA's services, or tend to discourage rather than promote WTA's ridership, or cause threats to or disruption of such services. WTA prohibits certain types of transit advertising that it has found to be inconsistent with its mission.

By making its buses available for limited advertising, WTA does not expressly or implicitly convert these areas to a general or designated public forum for any speech or expressive activities. WTA only permits advertising that conforms to this Policy and retains strict control over any advertising accepted under the Policy, to the maximum extent allowed by law.



<b>Scope</b>	This policy applies to all paid or unpaid advertising on all authorized WTA property.
<b>Defining Prohibited Content</b>	<p>WTA prohibits advertisements displaying unacceptable content. WTA defines “unacceptable content” as language or images which WTA concludes a reasonably prudent person, knowledgeable of WTA’s ridership and using prevailing community standards, would find:</p> <ul style="list-style-type: none"> <li>• Express or advocate an opinion, position or viewpoint on matters of public debate related to economic, political, religious or social issues.</li> <li>• Promote or encourage the sale or use of tobacco, e-cigarettes or related products.</li> <li>• Promote or encourage the sale or use of alcohol or related products.</li> <li>• Promote or encourage the sale or use of medical or recreational marijuana, other drugs or related products.</li> <li>• Promote or encourage the sale, possession or use of weapons or firearms.</li> <li>• Promote or encourage the use or possession of unlawful or illegal goods or services.</li> <li>• Promote or encourage unlawful or illegal behavior or activities. Promote or encourage adult goods, entertainment, services, movies or games. This includes brand names, trademarks, slogans, or other materials which are identifiable with adult products, services or websites. This also includes films rated NC-17 or X and video games rated A or M.</li> <li>• Depict violence of any kind.</li> <li>• Contain profanity, obscene or offensive material, nudity, or depict sexual activities in a way that is inappropriate for the public transit environment, including for viewing by minors.</li> <li>• State a position regarding any political party or candidate.</li> <li>• State a position regarding any initiative, referendum, proposition, proposed or existing law or ballot measure.</li> </ul>

	<ul style="list-style-type: none"> <li>• Imply or declare WTA's endorsement of any service, product, or point of view without prior written consent by WTA.</li> <li>• Contain false, misleading, or deceptive claims.</li> <li>• Appear demeaning or disparaging towards an individual or group on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, sexual orientation, gender identity and expression, or any other characteristic protected under federal, state or local law.</li> <li>• Contain libelous speech, copyright or trademark infringements or other elements that could subject WTA to litigation.</li> <li>• Direct viewers to websites or call centers whose purpose can't be determined by the advertisement itself, or to websites or call centers promoting subjects prohibited by this policy.</li> <li>• Contain material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with, the operation, or business reputation of the transit system.</li> </ul>
<p><b>Responding to Complaints</b></p>	<p>The Community Relations and Marketing Manager will address complaints from the public. She/he will also communicate major complaints to the Executive Committee.</p>
<p><b>Policy Administered by</b></p>	<p>Community Relations and Marketing Manager</p>

## Appendix B: Example Contract

### CONTRACTUAL AGREEMENT WTA COMMUNITY VAN GRANT PROGRAM

This CONTRACTUAL AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY ("WTA"), a Washington Public Transportation Benefit Area, and NORTHWEST YOUTH SERVICES, a Washington registered 401(c)(3) charitable organization ("AGENCY").

WTA and AGENCY agree:

1. The following documentation is incorporated into this Agreement by reference:
  - a. Original Community Van Grant Application dated October 31, 2018 ("Grant Application"), in particular, the rules applicable to any recipient of an award; and
  - b. Board of Directors minutes declaring surplus vans dated April 19, 2018.
2. WTA shall perform any and all tasks reasonably necessary to cause title of that vehicle, Washington State VIN # \_\_\_\_\_ ("Van") to be transferred to AGENCY, and thereafter deliver the Van to AGENCY. Such transfer and conveyance of the Van is accepted by AGENCY "AS-IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES FROM WTA. AGENCY WAIVES AND RELEASES WTA FROM AND AGAINST ANY CLAIM, DEMAND, OR DAMAGE ASSOCIATED WITH THE CONDITION OF THE VAN.
3. In general, and as consideration for conveyance of the Van, AGENCY shall provide community transportation to augment WTA service, pursuant to the requirements and parameters set out in the Grant Application and this Agreement.
4. As a further condition for transfer of the Van, AGENCY shall be subject to compliance with the service obligations set out in this Agreement, for a term of one (1) year commencing on the date AGENCY takes possession of the Van ("Performance Period"). During the Performance Period, AGENCY shall:
  - a. Meet all reporting requirements set out in the Grant Application;
  - b. Only use the Van in the manner and for the services outlined in the Grant Application;
  - c. Possess and maintain automobile insurance as required under the Grant Application;
  - d. Include WTA as an additional named insured on all automobile insurance covering the Van during the Performance Period, and for three (3) years following expiration of the Performance Period;
  - e. Retain its Washington State registration and status as a 401(c)(3) entity; and
  - f. Not lease, sell, loan, or convey the Van to any other agency, entity, or individual.
5. Should AGENCY fail to meet any requirement of this Agreement during the Performance Period, WTA may, in its sole discretion: (a) allow AGENCY up to thirty (30) days in which to cure the breach; or (b) terminate this Agreement and take those actions set out under Section 6. If AGENCY is granted an opportunity to cure, WTA will provide a written notice setting out the necessary steps AGENCY needs to take to cure, and the time period in which to cure ("Notice"). AGENCY will have five (5) business days to acknowledge receipt of the Notice. AGENCY'S failure to acknowledge the Notice will result in immediate termination of the Agreement without need for further action by WTA, and trigger WTA's right to take those actions set out under Section 6.

Within the five- (5) day period, AGENCY shall provide WTA with a detailed plan providing the time and methods it proposes to cure its default(s), including proposed measurements to be used to monitor remedy status.

If AGENCY fails to provide an acceptable or timely plan to remedy, or fails to remedy to WTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement, or do so within a timeline approved by WTA, WTA may terminate the Agreement and take those actions set out under Section 6.

6. If WTA terminates this Agreement for any reasons prior to expiration of the Performance Period, then it may, in its discretion, take any of the following actions: (a) release AGENCY from any further obligations under this Agreement and release any further right to the Van; (b) demand immediate return of the Van, and for AGENCY to take all necessary and reasonable actions to transfer title of the Van back to WTA, all at AGENCY's expense; and (c) seek such other relief as allowed by law. AGENCY agrees that if WTA seeks that action under Section 6(b), WTA shall be entitled, in addition to all other remedies, specific performance.
7. During the Performance Period, AGENCY may request that WTA retake title of the Van. In such case, WTA may, in its discretion: (a) retake possession and title to the Van, with all expenses of such to be paid by AGENCY; or (b) terminate this Agreement, and thereby allow the AGENCY to convey the Van to a third party.
8. During the Performance Period, AGENCY shall perform all reasonable and necessary maintenance and repair work to the Van, all at its expense. AGENCY shall take reasonable actions to assure that all drivers of the Van during the Performance Period are properly trained and qualified to operate the Van.
9. Whenever either Party desires to give notice, it must be given in writing either via email or certified United States mail, with return receipt requested to the below addresses. Notice will be considered received five (5) days after date of email or postage.

For WTA:

WTA  
 Attn: Service Development  
 4011 Bakerview Spur  
 Bellingham, WA 98226  
[srvcdev@ridewta.com](mailto:srvcdev@ridewta.com)

For the AGENCY:

Northwest Youth Services  
 ATTN: Jenn Daly  
 1020 North State Street  
 Bellingham, WA 98225  
[jennnd@nwys.org](mailto:jennnd@nwys.org)

10. AGENCY shall defend, hold harmless, and indemnify WTA, and its agents, employees, representatives, and Board members against and from any and all claims, demands, suits, judgments, defense costs, injury to or death of any and all persons(s) and on account of all property damages of any kind, whether tangible or intangible, real and/or personal liability or damages of any kind arising out of (a) AGENCY's use of the Van; (b) AGENCY's ownership of the Van; (c) any use of the Van by AGENCY's employees, agents, or other third party; and (d) AGENCY's actions taken under the Agreement, or for any breach of the Agreement by AGENCY. Such duties shall apply to any claim covered by the above obligation and brought by an employee of AGENCY, and in this limited context, AGENCY waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51.
11. The parties agree that this Agreement is the complete expression of the terms and conditions relating to the subject of this Agreement. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.
12. Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.
13. AGENCY may only assign this Agreement subject to written consent from WTA. AGENCY shall not allow any liens or other encumbrances to be placed on the Van during the Performance Period, without

the written consent of WTA. In the event a lien is placed against the property of the WTA, AGENCY shall remedy the lien by paying such lien in full.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WTA:

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Peter L. Stark, General Manager  
Whatcom Transportation Authority

AGENCY:

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Jenn Daly  
Northwest Youth Services

DRAFT



