

BEN FRANKLIN TRANSIT
INTERLOCAL GOVERNMENTAL AGREEMENT #1233

Interlocal Agreement between VALLEY TRANSIT, a Municipal
Corporation of the state of Washington
and
BEN FRANKLIN TRANSIT, a Municipal Corporation of the state of
Washington

Whereas, RCW 39.34, the Interlocal Cooperation Act, allows public entities in Washington to enter into cooperative agreements; and

Whereas, VALLEY TRANSIT and BEN FRANKLIN TRANSIT as public transit agencies wish to join together to provide mutual aid to one another in non-emergent times;

Now, therefore, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

Purpose

By signing this agreement BEN FRANKLIN TRANSIT agrees to provide Commercial Driver's License (CDL) testing services, and Trolley utilization specifically for CDL testing, for on-site testing at BEN FRANKLIN TRANSIT facilities to VALLEY TRANSIT staff in need of initial certification or re-certification.

By signing this agreement VALLEY TRANSIT agrees to reimburse BEN FRANKLIN TRANSIT the cost for staff time, and vehicle fuel usage during testing. BEN FRANKLIN TRANSIT will issue an invoice after the completion of testing, and VALLEY TRANSIT will issue the compensatory payment.

Status of Responding Agency

BEN FRANKLIN TRANSIT is a volunteer in the nature of an independent contractor. It may terminate or reschedule a testing event as its schedule dictates, but VALLEY TRANSIT will only reimburse for a completed testing event. Throughout the duration of this agreement, employees of BEN FRANKLIN TRANSIT shall remain employees of BEN FRANKLIN TRANSIT and shall never be considered as employees of VALLEY TRANSIT. Wages, hours, and other terms and conditions of employment of BEN FRANKLIN TRANSIT shall remain applicable to its employees.

Use of Equipment

BEN FRANKLIN TRANSIT will provide a vehicle in good working order, with current inspections and preventative maintenance for use. During the CDL testing event, the VALLEY TRANSIT trainee shall be responsible for the proper handling and security of the BEN FRANKLIN TRANSIT equipment being used for testing. The BEN FRANKLIN TRANSIT equipment shall only be used by classroom trained operators. In any instance of damage to BEN FRANKLIN TRANSIT equipment

during a CDL testing event, VALLEY TRANSIT shall be responsible for paying appropriate repair costs.

Reimbursement

BEN FRANKLIN TRANSIT shall provide VALLEY TRANSIT with an invoice detailing all costs/expenses incurred within thirty days of the CDL testing event. VALLEY TRANSIT shall ensure reimbursement to BEN FRANKLIN TRANSIT occurs within forty (40) days of receipt of invoice.

Both agencies shall maintain an auditable record of the assistance provided and the associated costs/expenses.

Upon execution of this agreement and once annually thereafter, BEN FRANKLIN TRANSIT may submit an adjusted fully allocated payroll cost rate and fuel rate to be used for reimbursement invoicing. Outside of these adjustments, the rates used for calculating expenses shall remain consistent.

Hold Harmless and Indemnify

VALLEY TRANSIT shall hold harmless, defend, and indemnify BEN FRANKLIN TRANSIT, its officers, employees, and agents, from any and all liability for loss, injury, damage, or expense which the responding agency may incur as a consequence of providing CDL testing services to VALLEY TRANSIT.

Duration

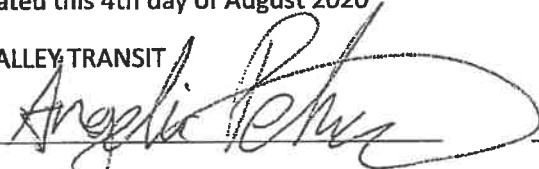
This agreement shall remain in effect until terminated.

Termination

Either party may terminate this agreement by given written notice of such to the other. This agreement would be terminated thirty (30) days from issuance of such a letter. Within thirty (30) days of termination of this agreement a reconciliation of any outstanding charges shall be submitted to VALLEY Transit. Final reimbursement shall be provided to BEN FRANKLIN TRANSIT no later than sixty (60) days from receipt of the reconciliation invoice by VALLEY TRANSIT.

Dated this 4th day of August 2020

VALLEY TRANSIT

 8/21/2020

Angie Peters, General Manager

Date

BEN FRANKLIN TRANSIT

 9/14/2020

Gloria Boyce, General Manager

Date