


# Memorandum of Understanding between Grays Harbor Transit (GHT) and Mason County Public Transportation Benefit Area (MTA)

This is a memorandum of understanding, dated this 18th day of November, 2014, by and between Grays Harbor Transit, hereinafter referred to as "GHT", and the Mason County Public Transportation Benefit Area, hereinafter referred to as "MTA". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

1. The MTA and GHT have implemented public transportation programs within Mason County and Grays Harbor County that include Vanpool services to the respective citizens of the counties. Both parties desire to create a reciprocal van loan agreement to further benefit the taxpayers. This program includes the need to coordinate services internally and externally throughout the Counties and the Olympic Peninsula.
2. MTA hereby agrees to loan GHT some of MTA's vanpool vans for a period commencing on November 1, 2014, and ending on October 31, 2015. The contract will be reviewed after six months to determine if MTA has the availability to continue to loan the vans. The specific services to be provided by the parties involved are described in Exhibit "A" attached hereto.
3. Services described and provided herein may be suspended or terminated, in whole or in part at any time by thirty (30) days written notice to the other party. Written notice must set forth the reason(s) for such termination or suspension, the effective date, and in the case of partial termination, the portion(s) to be terminated.
4. MTA shall supply the current maintenance cycles and preventive maintenance check list to GHT. GHT will perform maintenance based on these cycles. GHT will supply monthly mileage updates and copies of all preventive maintenance work performed.
5. There is no requirement for procurement of other services or equipment.
6. The MTA and GHT agree to comply with all applicable provisions of other Federal and Washington State laws, regulations, existing Vanpool Investment Program (VIP) agreements and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

7. Record Keeping and Reporting.
  - A. Respective agencies shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement.
  - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by MTA.
8. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
9. This agreement may be executed in counterparts.
10. Upon execution, this Agreement shall be recorded with the Mason County Auditor or posted on MTA's website.

GRAYS HARBOR TRANSIT AUTHORITY



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Ken Mehin  
GENERAL MANAGER

DATE: 12/2/14

MASON COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA



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Brad Patterson  
GENERAL MANAGER

DATE: 11/19/14

## Exhibit A

### Memorandum of Understanding between MTA and GHT

Description of vanpool van/service coordination requirements to be performed includes:

- For purposes of this Interlocal Agreement, only vans that are fully depreciated can be loaned between agencies at no cost to the agency receiving a van.
- The agency receiving the van will not remove any decals/logos.
- Vans will be returned to the original agency having had the most current/updated scheduled PMs performed based upon mileage and/or timeline established by the original agency. The original agency shall supply the current maintenance cycles and preventive maintenance check list to the borrowing agency. The borrowing agency will supply monthly mileage updates and copies of all preventive maintenance work performed to the original agency. Additionally, vans will be returned to the original agency with no apparent mechanical defects or body damage which occurred while the van was in service at the other agency.
- Mason and Grays Harbor Transits may assist each other on a case by case basis when an unexpected mechanical problem occurs with a vanpool vehicle within the other's service area boundaries. In these instances, the agency that is the registered owner of the van will be billed for the van repair based upon:
  - The cost of part(s);
  - Current maintenance labor rate; and/or,
  - Towing costs
- Both agencies agree to follow Washington State Transit Insurance Pool Vanpool Program most current Vanpool Best Practices.
- The agency that receives the van and during the times that said received vehicle is in-service will report all miles, ridership and applicable data as required by the VIP agreement with WSDOT.
- In the event that a vehicle in which WSDOT no longer is the legal owner is totaled, the insurance proceed settlement will be provided directly to the agency that holds title to the van.