

TRANSPORTATION COOPERATIVE AGREEMENT
JEFFERSON COUNTY TRANSIT SYSTEM AUTHORITY
QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402
2013-2014

Pursuant to RCW 28.A.58.107 and pursuant to RCW 39.34.030 and .080, Quillayute Valley School District No. 402 (hereinafter referred to as QVSD) and the Jefferson County Public Transportation Benefit Area, Jefferson County Transit System (hereinafter referred to as JCTS) agree as follows:

WHEREAS, the parties hereto desire to enter into this contract for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration, this contract, made and entered into this **1st of September 2013**, between the above-named parties.

WITNESSETH:

JCTS provides public transportation services in Jefferson and Clallam Counties by bus and other motor vehicles and equipment and desires to contract with QVSD for the use of its Pupil Transportation Center (herein referred to as the PTC) to include the maintenance, service and repair of its vehicles and equipment.

QVSD maintains, services and repairs buses and other motor vehicles at its PTC facility located at Highway 101 and Johnson Road, Forks, Washington, and desires to contract with JCTS to provide such services and use of facilities to the JCTS, and

JCTS and QVSD agree that the PTC facility shall provide space and supervision to the JCTS for preventive and mechanical maintenance and repair for all JCTS vehicles. Parking accommodations and storage for three units of the JCTS fleet shall be provided. Additional vehicles and equipment may be added by JCTS as determined by their General Manager/designee and negotiated with the QVSD Superintendent/designee during the course of the contract.

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I Preventive Maintenance, Mechanical Maintenance, Repairs and General Service

The PTC facility will provide routine preventative maintenance and repair of engines, drive trains, mechanical parts and accessories according to the rates as established in Section VI of this contract. Examples of services and repairs available by the PTC will include the following:

- A. Maintenance and repair of all vehicles to include:
 - 1. Standard lubrication, oil changes and other fluids as needed
 - 2. Complete Safety inspection
 - 3. Complete brake repairs and rebuild
 - 4. Complete electrical system repair
 - 5. Complete exhaust work
 - 6. Complete engine work rebuild of heads, block boring, alternators, starters, air compressors, etc. (outsourced/PTC & JCTS Supervisor)
 - 7. Transmission, drive train and rear-end work. (outsourced/PTC & JCTS)

8. Compete front-end and steering work (outsourced / PTC & JCTS)
9. Interior work (outsourced / PTC & JCTS Supervisors)
10. Body, fender, and painting (outsourced / PTC & JCTS Supervisors)
11. Tire purchase, repair, and other work as per tire contract services
12. Emergency road service for breakdowns-covered by PTC or (outsourced when needed-JCTS & PTC Supervisors coordinate)
13. Full service check for each vehicle to include:
 - (1) Lubrication
 - (2) Brake check
 - (3) Exhaust system check
 - (4) Transmission and rear-end
 - (5) Front-end and steering check
 - (6) Tire check

- B. JCTS shall determine its vehicle maintenance schedule and will ensure that JCTS vehicles are made available for service at the PTC facility on dates and times which shall be mutually agreed upon and coordinated by the JCTS designee and the PTC Shop Foreman. JCTS will provide copies of all available shop manuals and vehicle maintenance records if requested by the PTC Shop Foreman.
- C. The JCTS General Manager shall assign a designee contact responsible for coordinating with the PTC Shop Foreman for scheduling and delivery of vehicles to the PTC facility. All vehicle outsourcing will be authorized and coordinated through JCTS following consultation between the PTC Shop Foreman and the JCTS General Manager/designee.
- D. JCTS will provide, at its expense, personnel necessary for cleaning and washing of transit units at the PTC facility. The PTC will furnish water and hose equipment to the JCTS and the JCTS will provide its own cleaning supplies. Detail service can be made available if and when requested by the JCTS designee and would be charged at the appropriate hourly rate.
- E. The PTC will keep a complete on-line record of service for each JCTS vehicle. The PTC warrants and guarantees that all work performed by it, its agents and employees, will be performed in a timely manner, of good quality and workmanship, and free of any and all negligent workmanship for up to one year. This warranty shall apply only to identifiable poor workmanship and not to parts or materials used in repairs.

SECTION II PTC Emergency Service and Assistance for Disabled Vehicles

- A. The PTC will provide a service vehicle, equipment, and manpower to respond to emergency calls for any JCTS vehicle identified by the JCTS designee and being serviced under this contract that is disabled in the field subject to availability.
- B. JCTS vehicles will receive equal response for emergency calls, to include (outsourced) towing when necessary, with other vehicles in the PTC facility partnership fleet. Such services will be available from 8:00 a.m. to 5:00 p.m. during school day operations. During non-school day operations, normal PTC workday shop hours will be from 7:00 a.m. to 4:00 p.m. JCTS shall receive comparable service as provided by the PTC to its own fleet. In the event that the PTC is unable to respond to a JCTS emergency call, the PTC Shop Foreman will coordinate with JCTS to outsource a reliable alternative service at the request of the JCTS designee. If JCTS is unable to reach the PTC in the event of an emergency call (disabled vehicle), JCTS

will secure such emergency services on its own from the nearest reliable alternative service.

- C. The PTC shall extend priority service to JCTS in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed by the PTC for or on behalf of other school districts and agency partners who are members of the PTC. The PTC Shop Foreman reserves the right to re-prioritize service in the performance of all work under this agreement to the extent that such priority places safety of all member vehicles as the foremost issue. Such priority service is not meant to adversely affect work and service performed by the PTC, but is intended to emphasize safety as the top priority.
- D. Emergency service calls will be billed at the rates specified in Section VI.

SECTION III Use of PTC Facilities

- A. QVSD hereby grants and allows the JCTS scheduled joint usage of the PTC facilities for the accommodation of space to include a supervisory work space, a waiting area, employee lounge, access to local phones and restrooms.
- B. QVSD shall provide vehicle-parking area for up to three (3) official JCTS vehicles that shall be a reasonable, safe, and secure storage of JCTS vehicles. Parking will be assigned by the PTC Transportation Director as determined by the number of partner vehicles needing space. Personal vehicles will be accommodated as a secondary priority when space is available.
- C. QVSD shall allow JCTS to use the vehicle cleaning area of the PTC facility in order for the JCTS to perform, with its own employees, exterior and interior cleaning, maintenance of fire extinguishers and first aid equipment.
- D. QVSD will provide block heaters upon request, installation costs and monthly PUD charges are the responsibility of JCTS. Refer to Section VI for rate formula.

SECTION IV Requested Improvements and modifications to the PTC Maintenance Garage and Facilities by JCTS

- A. QVSD and the JCTS recognize that at times it may be necessary and appropriate for modifications and improvements to be made at the PTC facility in order to accommodate the JCTS or joint usage needs. An example might be additional secure covered storage area added for the benefit of JCTS vehicles/personnel.
- B. In the event that an improvement or modification is made to the PTC facility solely for the benefit of the JCTS, such improvements or modifications shall be made at the expense of the JCTS; provided that any such improvements are mutually agreed to in writing in advance of making expenditure.
- C. In the event that an improvement or modification to the structure of the PTC facility is made to accommodate JCTS and shall benefit QVSD, an appropriate distribution of expenses shall be determined and negotiated by the JCTS, and QVSD; provided that any such improvements are mutually agreed to in writing in advance of making expenditure.

- D. No personal or real property shall be commonly owned in any form or manner by the parties hereto by reason of this agreement and no provision for disposal of any common property is necessary.

SECTION V Consideration of JCTS Services to the PTC

- A. JCTS, as may be mutually agreed to, shall provide certain administrative and information system services to the PTC. Such services may include vehicle maintenance records; recall notices, vehicle manuals, inventory/purchasing records and any vehicle operating data analysis appropriate to maintaining JCTS vehicles.
- B. Such services may be extended to QVSD when needed by the PTC Shop Foreman for JCTS record keeping purposes. Maintenance record updates will also be provided by the PTC Shop Foreman to the JCTS designee upon request.
- C. Costs for requested additional data services over and above traditional associated services will be negotiated between the parties.
- D. JCTS shall, as it is able to do so and upon written request by the PTC Transportation Director/Shop Foreman, provide transportation/emergency breakdown services to the PTC participating partners for the supplemental benefit of pupil transportation services/public transportation within the Jefferson County Public Transportation Benefit Area at the cost of such service. Such service shall be provided by the consent of the JCTS General Manager/Authority Board.

SECTION VI Rates, Charges and Billings

The JCTS will be billed monthly for facility space, shop time, vehicle repair, maintenance, and additional requested services. The invoice will be based on:

- A. **Basic unit Contract Rate:** The JCTS shall pay QVSD the sum of **\$976.35** per month as a facility charge for its share of the cost of space and overhead in the PTC facility as set forth in this contract and annual proposed co-op billing spreadsheet.
- B. **Shop Rate for Service:** An hourly shop rate of **\$49.46** for mechanic/shop foreman's time and **\$43.74** for mechanic/serviceman's time.
- C. **Overtime:** Emergency overtime, work done before 8 a.m. and after 5 p.m. during the school year and work done before 7 a.m. and after 4 p.m. during the non-school year and all holidays and weekends, will be billed at **\$74.19** per hour for vehicle mechanic/shop foreman and **\$65.62** for mechanic/serviceman.
- D. **Calls for Emergency Services:** Will be charged at the normal hourly rate, overtime will be charged for required extended coverage and assistance as per paragraph C above. Shop truck mileage will be billed at **\$0.985** per mile for all service calls.
- E. **Handling Fee:** A ten percent (10%) shop-handling fee (up to, but not exceeding \$20.00) will be assessed on all billings for each purchased part.

- F. **Block Heaters:** A 1500 watt engine block heater used 12 hours per day will be billed using the following formula:

$$\begin{aligned} 1500 \text{ watts} \times 12 \text{ hours} &= 18,000 \text{ watts/divide by } 1,000 = 18\text{kwh}^* \\ 18\text{kwh} \times 30 \text{ days per month} &= 540\text{kwh} \\ 540\text{kwh} \times .065 \text{ (current rate) per kwh} &= \$35.10 \text{ per month} \\ &*(\text{kwh} - \text{Kilowatt Hour}) \end{aligned}$$

Block heater installations are at JCTS expense if PTC resource is not available.

- G. **Grease and Lubricant:** Will be billed at \$3.00 per full service inspection Section I Paragraph (A) 13 and \$1.50 for standard service Section I Paragraph (A) 1.
- H. **Billings:** QVSD shall deliver to JCTS at the end of each month itemized invoices showing all work performed (including the total number of hours by category, shop rate, overtime, and emergency services), parts provided to or installed upon each vehicle and the amounts owing by the JCTS to the QVSD for each item. The JCTS shall make payment by warrant during the following month in its normal course of business following approval of all vouchers and invoices by the JCTS board.
- I. **Guarantees:** The QVSD guarantees, following JCTS board approval, the rates specified in Section VI of this contract beginning **September 1, 2013**, until **August 31, 2014**. After that date, rates and charges for services shall be negotiated and presented annually by QVSD in an addendum and spreadsheet to the JCTS board for approval.

SECTION VII Liability, Insurance and Hold Harmless Agreement

- A. JCTS agrees to save and hold QVSD harmless from and defend QVSD against any claims for personal injuries or property damage to either JCTS, its employees, or third party persons, whatsoever, arising out of or connected with the operation by JCTS employees and JCTS contractors working at or performing services at the PTC facility, except claims for damages or personal injuries caused or attributed to negligence on the part of QVSD or its employees in the performance of its function under the terms of this agreement.
- B. QVSD agrees to save and hold the JCTS harmless from and defend JCTS against any claims for personal injuries or property damage to the PTC facility, its employees, or third persons, whatsoever, arising out of or connected with the operation of the PTC and PTC contractors working at or performing services at the PTC facility, except claims for damages or personal injuries caused or attributed to negligence on the part of the JCTS or its employees.
- C. The QVSD shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any JCTS property when:
1. The vehicles are in the care and custody of JCTS personnel whether on or off the PTC premises.
 2. The vehicles are parked after normal working shifts of the PTC garage personnel (i.e., after closing of evening shift until beginning of the day shift).

- D. JCTS and QVSD acknowledge that each entity provides its own insurance coverage. The parties further agree that when a claim arises, they will work with their respective agencies/adjusters to determine 1st and 2nd position in coverage. JCTS will provide evidence of coverage to QVSD from their insurance/risk management agency or private insurer and such coverage should name the QVSD as an additional insured, if JCTS is privately insured, for activities related to the PTC operations.
- E. QVSD shall retain and keep in force during the full term of this agreement the following state requirements and insurance coverage:
1. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who work for the PTC facility under this agreement.
 2. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

Bodily Injury/Property Damage	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Automobile Liability per Accident	\$1,000,000
 3. A letter of Evidence of Coverage shall be provided to by each entity to the other within two (2) months following the execution of this agreement evidencing proof of coverages in accordance with contract.

JCTS and QVSD insurers shall agree to provide a 30-day written notice of cancellation or substantial change in coverage.

SECTION VIII Termination, Re-negotiation, or Continuation of Terms

- A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than 120 days prior to the desired date of termination.
- B. The terms and conditions of this contract may be renegotiated from time-to-time, provided that both parties mutually agree to a re-opening of the agreement.
- C. The terms and conditions of this contract, if neither party terminates or renegotiates this contract, shall run on a continuing basis following the expiration date of this contract until a new contract is adopted.
- D. Review of this agreement shall occur annually following its execution to determine if any modifications, alterations, or the like are needed. The QVSD Superintendent/designee and the JCTS General Manager/designee shall participate in the review.

SECTION IX Contract Administration

- A. **Separate Entity**: A separate entity is created by reason of this agreement solely for the performance of the functions set forth in the agreement to be administered as set forth in the agreement. Otherwise all parties shall retain their previously existing organization and composition.

B. **Financing and Budget:** Each party shall be solely responsible for its own budget and arrangements for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.

C. **Administration:** This agreement, subject always to the approval and direction of the board or council of each of the parties, shall be administered by the following persons acting on behalf of each party:

QVSD
Superintendent/designee

JCTS
General Manager/designee

No joint board or single administrator is necessary to administer this agreement or the performance thereof.

D. **Filing of Agreement:** Prior to the effective date of this agreement, a signed original copy of this agreement will be duly filed with each respective body.

E. **Severability:** If any provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby, but shall continue in full force and effect.

F. **Effect:** This agreement shall be binding upon the parties, their heirs, successors, and assigns.

G. **Applicable Law – Venue:** This agreement shall be governed by the laws of the State of Washington. Venue for any action hereunder shall be in Clallam County, Washington.

H. **Term:** The term of this contract shall be from the date executed by the parties through **August 31, 2014**, and renewed thereafter as noted within Section VIII, Paragraphs A. thru D. herein.

SECTION X Execution:

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

Quillayute Valley School District No. 402, by

Diana Reaume
Diana Reaume, Superintendent

9/10/13
Date

Jefferson Transit System Authority, by

Tammi Rubert
Tammi Rubert, General Manager

9.18.13
Date

Attested to:

Sara M Crouch
Sara Crouch/Designee, Finance/HR

ADDENDUM 1

SECTION XI Jefferson Transit Contact List:

General Manager:	Tammi Rubert General Manager (360) 385-3020 Extension 107
Maintenance Issues and Repair Authorizations:	Ben Arnold Fleet and Facilities Manager (360) 385-3020 Extension 113
Contract Administration and Payments:	Sara Crouch Finance/HR Manager (360) 385-3020 Extension 120
Direct all Correspondence to:	Jefferson Transit 1615 West Sims Way Port Townsend, WA 98368

**QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402
2013-2014 JTS/PTC TRANSPORTATION COOP BILLING**

2013-14 ANNUAL COSTS	MECHANIC/SHOP FOREMAN*	MECHANIC/SERVICEMAN*	TRANSPORTATION CLERICAL
HRLY RATE	\$24.50	\$21.14	\$16.92
ANNUAL HOURS	2080	2080	1843.68
L&I HOURS/ANNUAL SALARY	1920	1920	1440
FICA	\$3,898.44	\$3,363.80	\$2,386.42
SERS	\$5,004.27	\$4,317.97	\$3,063.36
L & I	\$1,868.54	\$1,868.54	\$289.30
UNEMPLOYMENT	\$79.60	\$79.60	\$62.39
HEALTH INSURANCE	\$9,216.00	\$9,216.00	\$9,216.00
TOTAL WAGES & BENEFITS	\$71,026.86	\$62,817.11	\$46,212.53
	50% SUPERVISOR*		60% Clerical to Trans*
			\$27,727.52
BILLABLE HOURS			PTC OVERHEAD COSTS
ANNUAL HOURS	2080		*60% CLERICAL
12 PD HOLIDAYS	-96		*50% SHOP FOREMAN
20 PD VAC LEAVE DAYS	-160		SHOP UTILITIES/SUPPLIES
12 SICK DAYS	-96		BLDG/EQUIP MAINT
BREAK TIME @ 30 MIN/DAY	-130		OVERHEAD TOTAL
TRANS/SET-UP @ 30 MIN/DAY	-130		\$84,289.62
1 PERS LEAVE DAY	-8		
TRAINING TIME @ 3 DAYS	-24		ANNUAL JTS RENT @ 13.9%
TOTAL BILLABLE HRS	1436		\$11,716.26
PTC PERSONNEL	MECH/SERVICE*	SHOP TRUCK RATE	2012-13 Budget Year
	HOURLY RATES		MONTHLY RENT
RATES BASED ON 1436 HRS	\$49.46		\$870.24
OVERTIME RATES	\$74.19	\$0.985 per mile	2013-14 MONTHLY RENT
	*Mechanic/Supervisor and *Mechanic/Service rates will be billed monthly on an as needed basis.		2012-13 % INCREASE
			10.87%

*Increased costs - costs in personnel
Retirement Increase
Shop Utility/Supplies - Costs in general exp*