

MEMORANDUM OF UNDERSTANDING

Between CLALLAM TRANSIT and WHATCOM TRANSPORTATION AUTHORITY
For Transit Operator CDL Skill Examinations ("MOU")

1. Whatcom Transportation Authority ("WTA") agrees to provide a WTA employee who is fully certified to perform CDL Skills Examinations, to administer such test for Clallam Transit ("Clallam") transit staff.
2. WTA will be responsible to pay all wages, taxes and benefits, including any workers compensation benefits, owed to the Skills Examiner ("Tester") for conducting the examinations and subsequent Washington State Department of Licensing ("DOL") Course Completion submittals.
3. The Parties will be acting in their individual, governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another in performance of this MOU.
4. Tester will send a Third-Party Examiner request to DOL and schedule all Skill Examinations with Clallam.
5. All testing will be conducted on WTA property and WTA designated testing routes.
6. WTA will provide vehicles and other necessary equipment for use during testing. Clallam assumes all responsibility for any damage or loss should an event occur.
7. Clallam will be responsible for all testing fees payable directly to DOL and to pay all wages, taxes and benefits owed to any Clallam employee due in relationship to the testing, including any workers compensation benefits owed to an employee.
8. This MOU is executed and governed in interpretation and performance by the laws of the State of Washington. Any action to enforce or interpret the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County. The prevailing party in any action to enforce or interpret this MOU shall be entitled to recover and be awarded its attorneys' fees and costs from the other party.
9. Clallam shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, injury to or death of any and all persons(s) and on account of all property damages or injury of any kind, whether tangible or intangible, real and/or personal liability or damages of any kind, arising out of the testing provided by the Tester, including, but not limited to, any and all claims arising from the actions or alleged actions of the Tester. In application, and as to third parties, Tester shall be a borrowed servant of Clallam. Such duty to defend, hold harmless and indemnify shall extend to any claim made by an employee of Clallam, and Clallam waives, for purposes of this MOU only, the right to the benefits of any exclusivity defense provided under the Washington State Industrial Insurance Act, RCW Chapter 51.

10. This Agreement shall continue in force until canceled by either party, which cancellation shall be effective upon the providing of written notice to the other party.

Executed this, 7th day of JUNE, 2022

Les Reardanz

Les Reardanz, General Manager
Whatcom Transportation Authority

Kevin E. Gallucci
KEVIN E. GALLUCCI, GENERAL MGR.
Clallam Transit