

Island

INTERLOCAL AGREEMENT FOR MUTUAL AID

WUSTIP
received
10-21-14
BB

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

Whereas, certain public transit agencies wish to join together to provide mutual aid to one another in times of emergency;

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

Section 1. Purpose.

- a. Every public transit agency that signs this agreement shall use its best efforts to provide emergency assistance to another public transit agency when the requesting agency calls for help as a consequence of an emergency. No requesting agency should expect to receive help free of charge.
- b. In addition to emergency assistance as set forth in subsection a, in non-emergency situations participating transit agencies may provide goods and services to one another upon mutually satisfactory terms and conditions.

Section 2. Definitions. Defined terms are in **bold** and are defined as follows:

- a. **Emergency assistance**—Receiving or providing personnel, equipment, or other assistance to aid in restoring or maintaining transit service or evacuating people or equipment when needed as a consequence weather, earthquakes, floods, fires, equipment malfunctions, accidents, sabotage, or any other events.
- b. **Participating agency**—A public transit agency that has signed this interlocal agreement.
- c. **Pool**—The Washington State Transit Insurance Pool.
- d. **Requesting agency**—A **participating agency** that makes a request for **emergency assistance**.
- e. **Responding agency**—A **participating agency** that provides **emergency assistance**.

Section 3. Request for assistance.

- a. Any request for assistance must come from the governing body or executive director of the **requesting agency**. The request shall specify, to the extent possible, the nature and magnitude of the assistance needed.
- b. The request for assistance may be made to a specific **participating agency** or to the **Pool** with the understanding that the **Pool** will broadcast the request to all **participating agencies** it believes may be in a position to provide assistance.

Section 8. Transmittal upon subscription.

- a. Upon subscription by a **participating agency**, the **participating agency** shall transmit an executed copy of this agreement to **Pool**.
- b. The **Pool** shall maintain a list of all **participating agencies** and shall annually distribute that list to all **participating agencies**.

Section 9. Duration. This agreement shall remain in effect until terminated.

Section 10. Termination. Any **participating agency** may terminate this agreement as to itself by giving written notice of such to **Pool**. Such termination shall not affect the viability of this agreement as to remaining **participating agencies**.

Section 11. Disputes.

- a. Parties shall attempt to resolve disputes by negotiation.
- b. Disputes not resolved by negotiation shall be mediated.
- c. For disputes that proceed to litigation, the prevailing party shall be entitled to its attorney's fees and costs.

Section 12. Counterparts. This agreement may be executed in counterparts so that all **participating agencies** need not sign the same document.

Dated this 17 day of OCT., 2014.

Participating agency ISLAND TRANSIT

By its Bob Clay
BOARD CHAIR AND ACTING EXEC. DIRECTOR

Attest:

Approved as to form:
