INTERLOCAL AGREEMENT FOR MUTUAL AID

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. **Emergence 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.

c. The assistance period shall commence when the **responding agency** incurs expenses and shall end when all personnel and equipment have returned to the **responding agency.**

Section 4. Status of **responding agency.**

a. The **responding agency** is a volunteer in the nature of an independent contractor. It may terminate its service before the emergency has ended but if it does so it shall use its best efforts to avoid further disruption to the **requesting agency.**
b. Employees of the **responding agency** shall at all times remain employees of **responding agency** and shall never be considered as employees of **requesting agency.** Wages, hours, and other terms and conditions of employment of **responding agency** shall remain applicable to its employees.

Section 5. Use of equipment. When the **emergency assistance** entails the use of equipment, the **requesting agency** shall be responsible for its proper care, maintenance, and security. The **requesting agency** shall permit the equipment to be used only by properly trained operators. The **responding agency** may require that the equipment it provides be operated by its own personnel.

Section 6. Reimbursement.

a. **Requesting agency** shall reimburse **responding agency** for all costs and expenses incurred in providing **emergency assistance.** Reimbursement shall include, but is not limited to, salaries, wages, benefits, travel, replacement cost of material, and charges for use of vehicles and equipment at **responding agency's** internal rates.
b. **Responding agency** shall provide an invoice to **requesting agency** detailing all cost and expenses incurred. The invoice shall be paid within sixty days.
c. **Responding agency** shall maintain an auditable record of the assistance provided.

Section 7. Hold harmless and indemnity.

a. **Requesting agency** shall hold harmless, defend, and indemnify **responding agency,** 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 **emergency assistance** to **requesting agency.** This obligation extends to loss, injury, damage, or expense caused, in whole or in part, by acts, omissions, or negligence of **responding agency** but does not extend to willful or wanton acts or omissions.
b. **Requesting agency** shall reimburse **responding agency** for workers' compensation payments made to its employees for injuries sustained in the course of providing **emergency 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 29 day of January, 2015.

Participating agency _____

By its Board Chair

Attest:

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Approved as to form:

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