

INTERAGENCY AGREEMENT

between

ISLAND TRANSIT

and

SKAT

This Agreement is made and entered into this 7<sup>th</sup> day of June, 1999, by and between Island Transit Public Transportation Benefit Area (hereinafter referred to as "Island Transit") and Skagit County Public Transportation Benefit Area, (hereinafter referred to as "SKAT"), as follows:

WHEREAS, pursuant to RCW 36.57A RCW, Island Transit is authorized to perform public transportation functions within its jurisdiction; and

WHEREAS, pursuant to Chapter 36.57A RCW, SKAT is authorized to perform public transportation functions within its jurisdictions, and

WHEREAS, Island Transit and SKAT have determined it to be within the public best interest to operate transit service which connects points in Skagit Count with points in Island County; and

WHEREAS, the parties hereto find it in the best interest of the public to cooperatively provide transportation services that cross political boundaries; and

WHEREAS, SKAT and Island Transit are authorized to enter into the Agreement by RCW 36.57A.080;

NOW THEREFORE, in consideration of the following mutual agreements, the parties agree as follows:

1.0 Operating Authority

1.1 Commencing on the effective date of this Agreement and during the term thereof, the parties mutually consent to and authorize cross-county services by SKAT within Island County.

1.2 Commencing on the effective date of this Agreement and during the term thereof, the parties mutually consent to and authorized cross-county services by Island Transit within Skagit County.

## 2.0 Cooperation

2.1 The parties hereto agree to engage in cooperative planning related to the services identified in the attached exhibits, which shall include, but not be limited to: coordination of plans for services and operations; plans and policies of affected jurisdictions which may impact the provisions of services; long range plans of SKAT and Island Transit; safe and efficient operations of transit systems; attractiveness of the services to the public; traffic congestion and capacity problems of affected jurisdictions; operating requirements; and other such factors that serve the public interest and/or are mutually agreed upon by the parties.

2.2 In situations where an agency is proposing operating service into the other agency's service area, the agency proposing the service will be responsible for obtaining any approvals and/or authorizations from the appropriate local governments. However, the proposing agency may first consult the other agency.

2.3 Island Transit and SKAT will appoint specific personnel to be central contacts for operating, maintenance, financial, planning and paratransit issues relating to cross-county service throughout the life of this Agreement.

## 3.0 Role Of The Parties

3.1 Except as otherwise provided in this Agreement, each party will be responsible for policy decisions, ADA compliance, service changes, maintaining bus stops and related amenities and signage affecting their own services provided under this Agreement.

## 4.0 Changes In Cross-County Service

4.1 The parties agree, except in cases of emergencies, to coordinate major and minor service changes effected by this agreement.

4.2 It will be the responsibility of the agency proposing changes to its transit service, including the implementation of new service or the removal of existing service, to conduct the public process, if any, that may be required by law.

## 5.0 Customer Information And Timetables

5.1 Each agency will be responsible for printing timetables and other customer information related to their service.

#### 6.0 Operating Procedures

6.1 With regards to the service performed by Island Transit and SKAT, it is agreed that all cross county service shall meet with the approval of both transit systems.

#### 7.0 Coordination Of Paratransit Services

7.1 The parties agree to provide inter-county service that complies with the American With Disabilities Act. Coordinated inter-county trips may include a transfer at an agreed upon transfer point with each party being primarily responsible for the portion of the ride that is in its own service area or along each parties non-commuter fixed route service.

#### 8.0 Insurance Requirements

##### Island Transit Insurance

8.1 Island Transit or its contractor shall take out and maintain at their own expense, during the life of this Agreement, such Commercial General Liability, Comprehensive Auto and Property Damage Insurance as shall protect Island Transit and SKAT, and its agents, and employees from any claims or any nature, whether meritorious or otherwise, including property damage which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them.

8.2 Island Transit reserves and retains its rights of subrogation.

8.3 Island Transit shall further have the right, at its election and expense to pursue collection and recovery from any and all responsible third parties. SKAT shall cooperate with Island Transit in such recovery and collection, and shall make its records and personnel available.

8.4 Island Transit shall furnish SKAT with certificates(s) of insurance certifying the type and amount of insurance carried by Island Transit, the location and operations to which the insurance applies and the expiration date. It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after SKAT shall have received written notification of such cancellation or reduction by certified mail.

##### SKAT Insurance

8.5 SKAT or its contractor shall take out and maintain at their own expense, during the life of this Agreement such Commercial General Liability, Comprehensive Auto and Property Damage Insurance as shall protect Island Transit and SKAT, and its agents, and employees from any claims or any nature, whether meritorious or otherwise, including property damage which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them.

8.6 SKAT reserves and retains its rights of subrogation.

8.7 SKAT shall further have the right, at its election and expense to pursue collection and recovery from any and all responsible third parties. Island Transit shall cooperate with SKAT in such recovery and collection, and shall make its records and personnel available.

8.8 SKAT shall furnish Island Transit with certificate(s) of insurance certifying the type and amount of insurance carried by SKAT, the location and operations to which the insurance applies and the expiration date. It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after Island Transit shall have received written notification of such cancellation or reduction by certified mail.

#### 9.0 Legal Relations

9.1 The parties shall comply with all applicable state and federal laws and regulations.

9.2 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractor shall be deemed, or represent themselves to be, employees of any other party.

9.3 Each party shall protect, defend, indemnify and save harmless the party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of

claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9.4 The parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

9.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Island or Skagit County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.6 The provisions of this Section shall survive and remain applicable to each party notwithstanding any termination or expiration of this Agreement.

#### 10.0 Force Majeure

10.1 Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incident of fire, flood, earthquake, or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; national fuel shortage; when satisfactory evidence of such cause is presented to the other party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the party not performing.

#### 11.0 Dispute Resolution

11.1 In the event of any dispute concerning any section of this Agreement or upon the request of either party, the Executive Director of SKAT and the Executive Director of Island Transit shall confer to resolve the dispute. In the event the parties are unable to resolve the dispute, the parties may, in writing, terminate the agreement in thirty (30) days.

#### 12.0 Compensation

12.1 If a party is entitled to compensation under one of the terms of this Agreement, a party must submit a documented invoice for services or activities provided. The parties agree to process such invoices within the normal course of business, provided, that payment shall be rendered within thirty (30) working days after receipt and acceptance of the invoice.

If the party receiving the invoice desires to dispute the charges or documentation, notice of such objections shall be provided to the party which issued the invoice within twenty (20) working days after receipt of the invoice.

### 13.0 Amendments Or Modifications

13.1 This Agreement and its exhibits may be amended or modified by written agreement executed by SKAT's Executive Director and Island Transit's Executive Director.

13.2 This Agreement does not preclude Island Transit and SKAT from entering into any other agreements deemed appropriate by both parties.

### 14.0 Termination Of Agreement

14.1 Either party may terminate this Agreement, in whole or in part, in writing if the other party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, that, insofar as practicable, the party terminating the Agreement will not give less than thirty (30) calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate.

14.2 In addition to termination under Paragraph 14.1 of this Section, either party may terminate this Agreement, in whole or in part, in writing, for its convenience; provided, that the other party will be giving less than thirty (30) calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate.

### 15.0 Waiver Of Default

15.1 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement

### 16.1 Notice

16.1 Any notice required, permitted or implied under this Agreement may be personally served on the other party by the party giving notice or may be served by certified mail, return receipt required, to the following addresses:

To Island Transit

Ms. Martha Rose, Executive Director  
Island Transit  
P.O. Box 1097  
Coupeville, WA 98239

To SKAT:

Mr. Jim Lair, Executive Director  
SKAT  
380 Pease Rd.  
Burlington, WA 98233

#### 17.1 Effective Date And Term

17.1 This Agreement shall take effect upon its signing by both parties. The term of this Agreement shall be for a period of one (1) year, provided that said term shall be extended automatically for additional and consecutive twelve month terms unless terminated by either party be written notice mailed at least thirty (30) calendar days prior to the end of the existing term.

#### 18.0 Entire Agreement

18.1 This Agreement, including attachments and exhibits hereto, constitutes the entire agreement between the parties relative to the subject matter herein. There are no terms, obligations, or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing, signed by personnel authorized to bind the parties.

#### 19.0 Severability

19.1 If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

ISLAND COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA

By: Martha M. Rose

Its: Executive Director

Date: 6/7/99

SKAGIT COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA

By: Jim Lair

Its: Executive Director

Date: 6/7/99