Public Transportation Emergency Response Mutual Aid Agreement

WHEREAS, the purpose of this pre-disaster agreement between the agencies is to provide for immediate assistance to protect life and property;

WHEREAS, this Agreement is authorized under State of Washington, RCW's 35 (City), 36 (County), 38.52 (Emergency Management), 36.57A (Public transportation benefit authority), 39.34 (Interlocal Agreement) and 47 (Public Highway Transportation (DOT)); which is activated only in the event of a proclamation of an emergency by the local and/or state government approving authority;

WHEREAS, each agency that becomes a party to this Agreement shall be termed a Signatory Agency;

WHEREAS, a Signatory Agency asking for assistance from any other Signatory Agency will hereinafter be referred to as a Requesting Agency;

WHEREAS, the Signatory Agency agreeing to assist another Signatory Agency asking for assistance hereunder will hereinafter be referred to as a Responding Agency;

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid; with the intent to supplement not supplant agency personnel.

NOW, THEREFORE, it is hereby agreed by the parties hereto that:

1. Each Signatory Agency has authority hereunder to furnish available resources and services to a Requesting Agency to assist in the prevention, response, recovery and mitigation of proclaimed emergencies/disasters. Any such Responding Agency shall have complete and sole discretion to determine what resources and services are available for its response to any such request. The Responding Agency may limit its response to provision of personnel, equipment, and materials it has determined to be qualified, appropriate, and/or necessary to its response to a Requesting Agency. The Responding Agency shall have no responsibilities or incur any liabilities because it declines to provide resources and/or services to any individual or entity including any Signatory Agency.

2. Resources of the Responding Agency that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency. The Requesting Agency shall coordinate the activities and resources of all Responding Agencies.

3. The Responding Agency shall retain the right to withdraw some or all of its resources at any time. Notice of any such intention to withdraw resources shall be communicated to the Requesting Agency's authorized representative not less than five (5) business days before actual withdrawal except the period for prior notice of intent to withdraw resources may be shortened, or completely dispensed with, under emergent circumstances.

4. The Requesting Agency shall be obligated to reimburse any Responding Agency at its usual and customary rates for its actual costs incurred in the provision of available resources and services in

response to a request for assistance including, but not limited to, actual costs of labor, equipment, materials, and related expenses as well as for loss or damage to equipment. The Responding Agency shall submit an itemized invoice specifying all reimbursable costs to the Executive Head of the Requesting Agency within sixty (60) days after completion of work (RCW 38.52.080). Unless otherwise agreed, the Requesting Agency shall fully reimburse the Responding Agency for legitimate invoiced costs within ninety (90) days after its receipt of any such invoice.

5. Any dispute regarding reimbursable costs that is not resolved by agreement of the Requesting and Responding Agencies involved with that particular invoice shall be decided in writing by the authorized representative of the Requesting Agency. The decision of the Requesting Agency shall be final and conclusive unless, within ten (10) days from the date the Responding Agency receives its copy of that decision, the Responding Agency mails or otherwise furnishes a written appeal to the authorized representative of the Requesting Agency. In connection with any such appeal, the Responding Agency shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Requesting Agency shall be final subject to appeal to the Superior Court of the State of Washington, situate in the County of Thurston.

6. All privileges, immunities, rights, duties, and benefits of officers and employees of the Responding Agency shall remain in effect while those officers and employees are performing functions and duties at the request of a Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency shall remain employees of the Responding Agency while performing functions and duties at the request of a Requesting Agency (RCW 38.52.080).

7. The Requesting Agency shall indemnify and hold any Responding Agency, and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature (hereafter "claims") brought against any Responding Agency arising out of or incident to the execution, performance, or failure to perform of or under this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) a Requesting Agency, its agents, employees, and/or officers; and (b) a Responding Agency, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Requesting Agency, its agents, employees, and/or officers; and provided further that nothing herein shall require the Requesting Agency to hold harmless or defend a Responding Agency, its agents, employees, and/or officers, from any claims arising from the sole negligence of a Responding Agency, its agents, employees, and/or officers.
8. This Agreement shall be effective upon approval by two or more Signatory Agencies and shall remain in effect so long as two or more Signatory Agencies remain consenting parties to this Agreement.

9. Upon execution of this Agreement, a Signatory Agency shall send an original or a certified copy of the executed agreement to the Washington State Department of Transportation, Public Transportation and Rail Division. The Public Transportation and Rail Division shall maintain a list of all Signatory Agencies and send an updated list to all Signatory Agencies whenever an agency is added or removed from the list of Signatory Agencies.

10. Any Signatory Agency to this Agreement may cancel its participation in this Agreement by giving written notice to the Washington State Department of Transportation, Public Transportation and Rail Division.

11. This Agreement is supplemental to, and not a substitute for, pre-existing mutual aid agreements and is not intended to restrict the right of any Signatory Agency to negotiate additional mutual aid agreements with a Signatory Agency or others.

12. This Agreement is for the benefit of the Signatory Agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary, or otherwise.

13. All rights and remedies provided in the Agreement are distinct and cumulative to any other right or remedy afforded by law or equity, and may be exercised independently, concurrently, or successively to such rights or remedies, and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the parties hereto.

J Slakey

Washington State Department of Transportation,
Public Transportation and Rail Division

AUG 1 0 2001
Date

Whatcom Transportation Authority
Signatory Agency Name

Richard G. Walsh

Signatory Agency Authorized Representative

August 21, 2001
Date

Designated Primary Contact for this Signatory Agency:

Office:	Contact:	Phone Number
GENERAL MANAGER	RICHARD WALSH	(360) 676-6843

Emergency 24 Hour Phone Number: (360) 733-6532

Approved As To Form

Jeff Stier
Office of the Attorney General

April 18, 2001
Date

Washington State Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED
AUG 13 2001
WTA

August 9, 2001

Mr. Richard Walsh
Whatcom Transportation Authority
2011 Young Street
Bellingham, Washington 98225-4043

COPY

Subject: Mutual Aid Emergency Response Agreement

Dear Mr. Walsh:

Public transportation plays an important role in emergency and disaster response. In the Washington State Emergency Response plan, The Department of Transportation (WSDOT) was assigned responsibility to coordinate transportation in the event of an emergency or natural disaster.

In response, the Public Transportation Office has been asked to facilitate a mutual aid agreement between WSDOT and all public transit agencies throughout the state; and maintain a list of contact persons for each agency agreeing to participate. The purpose of the mutual aid agreement is to:

- Facilitate quick response to emergencies and natural disasters.
- Develop a list of public transportation providers who may have resources available to assist other agencies in the event of an emergency or natural disaster.
- Enable agencies, receiving assistance from other participants, to be fully reimbursed for their costs from the Federal Emergency Management Administration (FEMA).

Please note: This agreement does not obligate your organization to provide assistance unless you determine that your organization has available resources.

Enclosed are three copies of the mutual aid agreement. If your organization is willing to participate in this agreement, please complete the contact information and have your authorized representative sign all three copies. Once signed, please return two copies to me at:

WSDOT
Public Transportation Office
P.O. Box 47387
Olympia, Washington 98504-7387