

INTERLOCAL AGREEMENT
BETWEEN GRANT TRANSIT AUTHORITY
AND GRANT COUNTY
REGARDING EMERGENCY SERVICES

1. THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective February 1, 2017, by and between the Grant County Public Transportation Benefit Area d/b/a the Grant Transit Authority, a public transportation benefit area operating and existing under Chapter 36.57A RCW and a municipal corporation of the State of Washington, ("GTA") and Grant County, Washington, a political subdivision of the state of Washington ("County").

2 RECITALS:

2.1 The GTA operates a public transit system in and about Grant County, Washington.

2.2 The County coordinates emergency services and emergency planning in Grant County through the Grant County Sherriff's Office - Emergency Management Division. ("EMD").

2.3 GTA desires to receive the benefits of being included within the emergency services plans for the County and receiving training from EMD, and the County desires to have resources of GTA available for employment during certain emergency situations.

2.4 GTA and the County have the authority to enter into this Agreement pursuant to chapters 38.52 and 39.34 RCW.

3. AGREEMENT: In consideration of the mutual benefits and covenants described herein, the parties agree as follows:

3.1 Purpose. The purpose of this Agreement is to provide the legal framework and establish procedures and conditions for making limited GTA owned vehicles and GTA operators available to EMD for deployment during declared emergencies or disasters, and to address relevant indemnification and liability issues.

GTA will receive, from EMD, certain emergency planning and training assistance related to the operation of its public transit system. Further, the method for reimbursement to GTA concerning emergency use of available GTA vehicles and compensation of contracted drivers during a declared emergency or disaster is established herein.

3.2 Available Resources of GTA. GTA agrees that it will reasonably make available vehicles it owns and available GTA employed operators to EMD for use and deployment in an emergency or disaster as determined by the EMD Director. Provided: GTA's general transportation services on its fixed deviated routes, GTA's ADA dial-a-ride transportation services, GTA's auxiliary transportation services for those with special needs, and GTA's supplemental transportation services related to the public demand route between Moses Lake, Washington and Wenatchee, Washington, herein known as "priority transportation services", shall be given first priority by the GTA.

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If an emergency or disaster is declared by the EMD Director and one or more GTA owned vehicles are operational and not in service, i.e., are not needed to provide the priority transportation services, herein known as "available GTA vehicles", such GTA vehicles may be employed for use in the emergency or disaster. No GTA owned vehicles, other than vehicles which are in good condition, are operational, and are not needed to furnish the priority transportation services, shall be made available to EMD for emergency transportation purposes under this Agreement. It is understood that the EMD Director will not call for GTA vehicles unless a declared emergency or disaster exists requiring the use of those vehicles.

At all times material herein, available GTA vehicles will only be operated by GTA employed operators.

Pursuant to federal laws, rules, and regulations and federal grant requirements applicable to GTA and any emergency transportation services furnished by GTA, GTA is not permitted to furnish emergency transportation services or allow its transit vehicles to be used for emergency transportation purposes for more than 45 days per declared emergency or disaster. Consequently, the GTA shall not be obligated or required to provide to EMD or the County emergency transportation services for more than 45 days per declared emergency or disaster or to allow its transit vehicles to be used for emergency transportation purposes by EMD or the County for more than 45 days per declared emergency or disaster.

3.3 Planning and Training Services. EMD agrees to assist GTA in preparing and implementing an emergency response plan in the event of a disaster or emergency involving GTA vehicles. EMD shall provide appropriate safe vehicle operation and safe emergency transportation services training to GTA employed operators according to a plan and schedule as agreed upon by the GTA Manager and the EMD Director.

3.4 Reimbursement of Costs. When emergency services training is conducted under this Agreement or when emergency services are furnished under this Agreement, County agrees to promptly reimburse GTA for all fuel costs and personnel costs, personnel overtime costs, and other costs and expenses actually incurred by GTA in connection therewith as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Within 45 days of the date that the emergency service training is conducted or the emergency services are provided, GTA shall submit an invoice detailing the costs to be reimbursed by County. Within 15 days of the date that the invoice is given to the County, the County shall remit full payment of the invoice to GTA.

3.5 Indemnification. In some declared emergency or disaster situations, the available GTA vehicles and operators requested by EMD and employed for the emergency or disaster pursuant to the provisions of this Agreement may be entitled to certain privileges, benefits, and immunities and subject to certain liability waivers under chapter 38.52 RCW and applicable federal and state emergency management regulations for registered emergency workers and services. GTA operators drivers shall be required to document the condition of the exterior portions of the available GTA vehicles both immediately before and immediately after the same are used in any emergency or disaster or for emergency training purposes. EMD shall be entitled to review such documentation concerning the condition of the exterior portions of the available GTA vehicles promptly upon the

request of EMD.

Notwithstanding the foregoing, the County shall fully and absolutely defend, indemnify and hold harmless GTA from and against any action, cause of action, claim, and/or litigation arising out of or from the employment, operation, or use of any available GTA vehicle(s) in a declared emergency or disaster under this Agreement or for emergency training purposes, including, but not limited to, any claim, action, cause of action, claim, and/or litigation arising from the act(s) or omission(s) of any GTA operators(s) and/or any County employee(s), officer(s), or agent(s). In the event that any GTA owned vehicle is damaged while being used or operated in a declared emergency or disaster under this Agreement or for emergency training purposes, the County shall hold harmless and indemnify GTA from and against and shall fully pay all expenses and costs necessary to fix and repair the damaged GTA owned vehicle and restore said vehicle to its prior condition, provided, however, that the County shall not be responsible for fixing, repairing, or replacing any part or component of a GTA owned vehicle used or operated in a declared emergency or disaster or for emergency training purposes under this Agreement which merely fails or malfunctions during said use or operation.

3.6 Term of Agreement. Unless this Agreement is terminated as provided below, this Agreement shall be for twenty-four (24) months, beginning on February 1, 2017 and ending on January 31, 2019. Either party may, with or without cause, terminate this Agreement by giving the other party at least sixty (60) days prior written notice of termination.

3.7 Dispute Resolution. Any dispute that arises under this Agreement shall first be submitted to the EMD Director and the GTA Manager, who shall meet and attempt to resolve the dispute after consulting with their respective Boards. In the event the EMD Director and the GTA Manager shall be unable to resolve the dispute during the meeting, the parties shall then mediate the dispute as hereinafter provided. Within 30 days of the date that the EMD Director and the GTA Manager meet and fail to resolve the dispute ("meeting date"), the GTA Board of Directors shall select and appoint GTA representatives, who shall be empowered and authorized to propose a mediator to resolve the dispute and participate in the mediation on behalf of GTA, and the Board of County Commissioners shall select and appoint County representatives, who shall be empowered and authorized to propose a mediator to resolve the dispute and participate in the mediation on behalf of the County. Within 60 days of the meeting date, the GTA representatives and the County representatives shall endeavor to confer and mutually agree upon and select an agreed mediator. If the representatives are unable to mutually agree upon and select a mediator within 60 days of the meeting date, either party may apply to the Superior Court of the State of Washington for Grant County for the appointment of a mediator to resolve the dispute, and said Superior Court shall be fully empowered to appoint a mediator to resolve the dispute. Within 30 days of the selection or appointment of the mediator, the mediator shall schedule the mediation, and said representatives of the parties shall attempt to resolve the dispute by participating, in good faith, in the mediation before the selected or appointed mediator for at least six hours. Each party shall pay one-half of the fees of the mediator and the costs and expenses associated with the mediation. If the dispute is not resolved during the mediation, either party may initiate an action in a court of competent jurisdiction in order to resolve the dispute.

3.8 Notice. Any notice required or permitted to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to:

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If County: Grant County Sheriff's Office
Emergency Management Division
PO Box 37/ 35 C street NW
Ephrata WA 98823

If GTA: Grant Transit Authority
8392 Westover Blvd. NE
Moses Lake WA 98837

or at such other address as either party may designate to the other in writing from time to time.

All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

3.9 Relationship of the Parties. No agent, official, employee, servant, or representative of GTA shall be deemed an officer, employee, agent, servant or representative of the County for any purpose. No agent, official, employee, servant or representative of the County shall be deemed an officer, employee, agent, servant, or representative of GTA for any purpose.

3.10 Entire Agreement. This Agreement constitutes the entire agreement between the GTA and the County with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

3.12 Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

3.13 Time. Time is of the essence with respect to this Agreement.

3.14 Recording or Listing of Agreement. This Agreement, prior to its entry into force, shall either be filed for recording with the Grant County Auditor or be listed by subject on each party's web site or other electronically retrievable public source.

WHEREFORE, each party, by and through its undersigned representative acting with authority, has signed this Agreement to be effective on the first day and year written above.

GRANT COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
D/B/A THE GRANT TRANSIT
AUTHORITY

By [Signature]
~~Bruce Reim, Board Chair~~
Steve Wellein, Board Vice Chair
Date: 1/19/17

Approved as to form:

[Signature]
Attorney for GTA

GRANT COUNTY BOARD OF COUNTY
COMMISSIONERS:

[Signature]
Cindy Carter, Chair

[Signature]
Richard Stevens, Vice Chair

[Signature]
Tom Taylor, Member

Date: 01-30-17

[Signature]
Tom Jones, Grant County Sheriff

Date: 01-25-2017

Attest:

[Signature]
Barbara Vasquez, Clerk of the Board

Approved as to form:

[Signature]
Jim Mitchell

WSBA# 31031
Civil Deputy Prosecuting Attorney

Exhibit "A"

Interlocal Agreement Re: Emergency Transportation Services Costs to be reimbursed by County to GTA

Service/Personnel/Labor Costs	Personnel Costs (Hourly Rates)
Driver Services	\$43.09 per driver per vehicle
Driver only training (non-overtime/non-holiday)	\$26.79
Driver only training (overtime/holiday)	\$40.19
Dispatch only training (non-overtime/non-holiday)	\$26.21
Dispatch only training (overtime/holiday)	\$39.32

Provided: GTA shall be entitled to waive all costs or a portion of costs related to dispatch services.

Further, Provided: In the event a driver or other employee of a third-party contractor is required to work in excess of 40 hours in a week as a result of emergency services training or furnishing emergency services, Grant County shall reimburse GTA associated overtime costs in excess of any regular hourly rates.

Equipment Specification and Code	Equipment Costs (Hourly Rates)
Bus; Cost Code 8180; Up to 150 HP	\$20.00
Bus; Cost Code 8181; Up to 210 HP	\$23.00
Bus; Cost Code 8182; Up to 300 HP	\$27.00

Equipment Specifications, Codes and Hourly Rates are based upon FEMA's Schedule of Equipment Rates. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Rates above are applicable to major disasters and emergencies declared by the President of the United States on or after September 15, 2010.

Total Personal and Equipment Cost Example: Driver operating a 140 horsepower vehicle for one hour amounts to \$63.09 (\$43.09 driver cost + \$20.00 equipment cost).

Provided: This Exhibit shall be amended to conform to the hourly rates of GTA drivers, dispatchers, or other personnel performing services relevant to the ILA entered into between the parties in the event such employees unionize or enter into any collective bargaining agreement affecting the hourly rates of such GTA employees.