



200709060116

Skagit County Auditor

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**AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, STE. 100
MOUNT VERNON, WA 98273**

**DOCUMENT TITLE: Mutual Aid Agreement
Intergovernmental Cooperation Agreement
Skagit Transit 07-004**

DATE SIGNED: 09-04-07

GRANTOR: SKAGIT COUNTY

GRANTEE: SKAGIT TRANSIT

COUNTY CONTRACT NO.: C20070501

MUTUAL AID AGREEMENT
Intergovernmental Cooperation Agreement

Skagit Transit 07-004

Skagit County Contract # _____

SKAGIT COUNTY

Contract # C20070501

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Skagit Transit Authority of the County of Skagit, hereinafter referred to as "Skagit Transit", and Skagit County, a municipal corporation of the State of Washington, hereinafter referred to as "Skagit County," do hereby, this 4 day of September, 2007, enter into the following Mutual Aid Agreement. This Agreement is intended to document the intention of Skagit Transit and Skagit County Department of Emergency Management to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance in the areas of disaster response and emergency preparedness.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, RCW Chapter 39.34, provides that any two public agencies of the State having separate authority to exercise a particular power may enter into an agreement for cooperative or joint exercise of that power; and

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. Skagit Transit and Skagit County hereby agree that Skagit Transit will cooperate with Skagit County for the use of Skagit Transit buses during a "Declared Emergency". A "Declared Emergency" shall be defined according to RCW 38.52.010(6).
2. The duration of this Agreement shall become effective when executed by both parties and shall remain in effect for a period of five (5) years, and shall automatically be renewed for successive five (5) years periods unless terminated by either party upon receipt of written notice. Termination shall be effective upon receipt of such written notice.
3. The availability and scheduling of Skagit Transit's buses shall be at the sole discretion and control of Skagit Transit in cooperation with Skagit County.
4. In the event that Skagit Transit shall determine that it is not reasonable, appropriate or safe to provide busses or any other service, under any emergency condition, Skagit Transit shall not be liable or responsible or have any duty or obligation to provide the same. Furthermore, Skagit Transit must notify the county if Skagit Transit determines it is unable to respond.
5. 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 the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, or employees to the fullest extent required by the law, and agree to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both Skagit Transit and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.



6. Skagit Transit will be responsible for all costs associated with providing emergency services including the maintenance and repair of the buses.
7. In the event that funding becomes available through FEMA and/or another agency, Skagit Transit will apply for reimbursement of costs associated with providing emergency services under this agreement. Skagit County agrees to provide Skagit Transit with information and/or other assistance necessary for Skagit Transit to expedite an acceptable application for assistance.
8. This Agreement shall not take effect until approved by resolution of the Board of Commissioners of Skagit County and the Skagit Transit Board of Directors.
9. This Mutual Aid Agreement contains the entire agreement between Skagit County and Skagit Transit, except as herein specified, and shall not be modified in any manner except by an instrument in writing executed by both parties.

SKAGIT TRANSIT

Dale S. O'Brien 7-5-07
Dale O'Brien Date
Executive Director

ATTEST: Mary Lenz
Clerk of the Board

Approved as to form:

Richard Langabeer
Richard Langabeer
Attorney for Skagit Transit

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BOARD OF COUNTY COMMISSIONERS
Skagit County, Washington

Sharon Dillon, Chair Date
See attached

Kenneth A. Dahlstedt, Commissioner Date

Don Munks, Commissioner Date

ATTEST: _____
Clerk of the Board

Approved as to form:

Skagit County Prosecuting Attorney

Approved as to Indemnification:

Skagit Cou



APPROVED: September 4, 2007

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
SHARON D. DILLON, Chair

Don Munks
DON MUNKS, Commissioner

Kenneth A. Dahlstedt
KENNETH A. DAHLSTEDT, Commissioner

For Contracts under \$5000

County Administrator
(Authorization per Resolution #R20030146)

Approved as to Form:

By: CH Miller
Deputy Prosecuting Attorney

Recommended:
By: [Signature]
Department Head

Attest:

Linda Hammas Assistant
Clerk of the Board


By: Lisha Gagne
Budget & Finance Administrator

Approved as to Indemnification:

By: Billie Hammas
Risk Manager

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