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 # C20070501

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 4th 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 buses 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 O'Brien 7-5-07
Executive Director

ATTEST:  
Clerk of the Board

Approved as to form:

Richard Langabeer
Attorney for Skagit Transit

SKAGIT COUNTY
Contract # C20070501

BOARD OF COUNTY COMMISSIONERS
Skagit County, Washington

Sharon Dillon, Chair

Kenneth A. Dahlstedt, Commissioner

Don Munks, Commissioner

ATTEST:  
Clerk of the Board

Approved as to form:

Skagit County Prosecuting Attorney

Approved as to Indemnification:

Skagit Cou
Approved as to Form:

By: __________________________
   Deputy Prosecuting Attorney

Attest:

By: __________________________
   Clerk of the Board

Approved as to Indemnification:

By: __________________________
   Risk Manager