



200403240084

Skagit County Auditor

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2:58PM

Document Title:

Interlocal Agreement

Reference Number :

Grantor(s):

1. Skagit Transit Authority

2.

☐ additional grantor names on page \_\_\_\_.

Grantee(s):

1. Skagit County

2.

☐ additional grantee names on page \_\_\_\_.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_.

ORIGINAL

**INTERLOCAL COOPERATION AGREEMENT**  
**Skagit Transit Contract # INTL-04-001**  
**Skagit County Contract # \_\_\_\_\_**

SKAGIT COUNTY  
Contract # C20040156

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Skagit Transit Authority of the County of Skagit, hereinafter referred to as "SKAT", and Skagit County, a municipal corporation of the State of Washington, hereinafter referred to as "Skagit County," do hereby, this 22<sup>nd</sup> day of March, 2004, enter into the following Interlocal Cooperation Agreement.

**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. SKAT and Skagit County hereby agree that SKAT will cooperate with Skagit County for the use of SKAT 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 be effective through February 2007 unless terminated by either party upon written notice. Termination shall be effective upon receipt of such written notice.
3. The availability and scheduling of SKAT's buses shall be at the sole discretion and control of SKAT in cooperation with Skagit County.
4. In the event that SKAT shall determine that it is not reasonable, appropriate or safe to provide busses or any other service, under any emergency condition, SKAT shall not be liable or responsible or have any duty or obligation to provide the same. Furthermore, SKAT must notify the county if SKAT determines it is unable to respond.
5. SKAT will be responsible for all costs associated with providing emergency services including the maintenance and repair of the buses.
6. In the event that funding becomes available through FEMA and/or another agency, SKAT will apply for reimbursement of costs associated with providing emergency services under this agreement. Skagit County agrees to provide SKAT with information and/or other assistance necessary for SKAT to expedite an acceptable application for assistance.
7. 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 agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both SKAT 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

1 Original - Emergency Svcs.  
# INTL - 04-001 Interlocal Agreement for Emergency Services  
Skagit County / SKAT



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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.

8. This Agreement shall not take effect until approved by resolution of the Board of Commissioners of Skagit County and the SKAT Board of Directors.
9. This Interlocal Cooperation Agreement contains the entire agreement between Skagit County and SKAT, except as herein specified, and shall not be modified in any manner except by an instrument in writing executed by both parties.

SKAGIT TRANSIT AUTHORITY

Dale O'Brien 3-3-04  
Dale O'Brien Date  
Executive Director

ATTEST: [Signature]  
Clerk of the Board

Approved as to form:

[Signature]  
Richard Langabeer,  
Attorney for Skagit Transit

SKAGIT COUNTY  
Contract # C20040156

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BOARD OF COUNTY COMMISSIONERS  
Skagit County, Washington

[Signature] 3/22/04  
Ted W. Anderson, Chairman Date

[Signature] 3/22/04  
Don Munks, Commissioner Date

[Signature] 3/22/04  
Kenneth A. Dahlstedt, Date  
Commissioner

ATTEST: [Signature]  
JoAnne Giesbrecht,  
Clerk of the Board

Approved as to form:

[Signature]  
Skagit County Prosecuting Attorney

Approved as to Indemnification:

[Signature] 3/2/04  
Skagit County Risk Manager Date

