



600 County Shop Lane
Burlington, WA 98232

**INTERLOCAL AGREEMENT BETWEEN SKAGIT COUNTY AND SKAGIT TRANSIT
FOR DISPOSITION OF SURPLUS PROPERTY**

This INTERLOCAL AGREEMENT BETWEEN SKAGIT COUNTY AND SKAGIT TRANSIT FOR DISPOSITION OF SURPLUS PROPERTY ("Agreement") is entered into this 16 day of April, 2025, by and between Skagit County, a municipal corporation of the State of Washington ("County"), and Skagit Transit, a municipal corporation operating within Skagit County ("Skagit Transit"). The County and Skagit Transit may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, the Parties are authorized to enter into agreements to cooperatively exercise their powers for mutual benefit; and

WHEREAS, Skagit Transit owns an Americans with Disabilities Act (ADA)-accessible vehicle ("Vehicle") that is at the end of its useful life for Skagit Transit; and

WHEREAS, Skagit County seeks to receive the donation of the Vehicle for use by a Qualified Emergency Shelter providing assistance to homeless persons within Skagit County; and

WHEREAS, Skagit Transit Policy #085.10 establishes the framework and guidelines for Skagit Transit to donate assets to Skagit County and for Skagit County's receipt and distribution of such donated assets, including vehicles, for public benefit; and

WHEREAS, the Parties find that Skagit Transit's donation of the Vehicle to Skagit County will serve a public purpose by enhancing transportation resources for individuals experiencing homelessness, which is a mutual concern of the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to allow Skagit Transit the ability to donate surplus property to Skagit County in compliance with its asset distribution Skagit Transit Policy

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

4. SKAGIT TRANSIT'S OBLIGATIONS

- (a) Skagit Transit agrees to donate the Vehicle to Skagit County at no cost.
- (b) The Vehicle shall be transferred "as-is," with no warranties or guarantees, expressed or implied, regarding its condition or suitability for use.
- (c) Title and ownership of the Vehicle shall be legally transferred to Skagit County upon execution of this Agreement and completion of any required title transfer documentation.

5. SKAGIT COUNTY'S OBLIGATIONS

- (a) Skagit County shall designate the Vehicle for exclusive use by a Qualified Emergency Shelter providing assistance to homeless persons.
- (b) The designated shelter must utilize the Vehicle to support transportation needs related to shelter services, including but not limited to, transporting individuals to and from emergency housing, and essential service locations.
- (c) The County shall ensure compliance with Skagit Transit's Policy #085.10 in the administration and oversight of the Vehicle's use, including continued use by the Qualified Emergency Shelter.
- (d) Skagit County shall assume all responsibility for maintenance, operation, and insurance of the Vehicle upon transfer.
- (e) The County has the full discretion to donate the vehicle to a Qualified Emergency Shelter providing assistance to homeless persons within Skagit County pursuant to Skagit Transit Policy #085.10.

6. HOLD HARMLESS AND INDEMNIFICATION

- (a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.
- (b) Skagit County agrees to indemnify, defend, and hold harmless Skagit Transit, its officials, officers, agents, and employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold Skagit Transit harmless from and against any and all claims, damages, liabilities, or expenses arising out of the County's use or disposition of the Vehicle.

mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be resolved by binding arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

9. ACCESS TO RECORDS CLAUSE

The Parties hereby agree that authorized representatives of the Parties shall have access to any books, documents, paper and record of the other Party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the Parties for a period of six (6) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the Parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

10. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Skagit County Superior Court.

(c) Attorney's Fees. In the event of litigation regarding any terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to any other relief that may be awarded, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other Party.

(e) Savings Clause. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

Exhibit A

Policy Number: Admin. 085.10
Approval Date: 09/18/24
CEO: Crystle Stidham
Department Manager: Chris Arkle

**SKAGIT TRANSIT
FIXED ASSET DISPOSAL POLICY**

POLICY STATEMENT

It shall be the policy of the Skagit Transit System to dispose of surplus real and personal property in a competitive manner to ensure a fair procedure and gain the greatest value.

EXCEPTIONS

The sale or other transfer of personal property shall not be governed by this Policy in the following circumstances:

- a) When the sale or other transfer is to another municipal corporation or government agency;
- b) When the personal property to be transferred is to be traded in upon the purchase of a like article;
- c) When the material is considered to be scrap and has no intrinsic value to the general public and has value less than \$10.00 per item.
- d) When costs associated with the storage and disposal of surplus property are likely to exceed the value recouped from the sale of such property, then donating to a qualified organization is an acceptable means of disposal of the surplus property. Qualified organizations are defined as:
 - 1. State agencies including school districts, universities and colleges.
 - 2. Other tax supported educational agencies.
 - 3. Tax supported agencies, municipalities or political subdivisions within the State of Washington.
 - 4. Public benefit nonprofit corporations.
 - 5. Qualified emergency shelters providing assistance to homeless persons.
- e) Skagit Transit may retain, through interdepartmental transfer to support agency operations, grant funded assets that:
 - 1. Have met their useful life
 - 2. Are no longer needed for the program they were acquired
 - 3. Have a market value at the time of disposal of less than \$5,000

DATED this 28 day of April, 2025.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair




Ron Wesen, Commissioner




Peter Browning, Commissioner

Attest:



Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended


Department Head

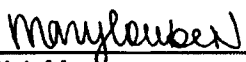
County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director



**INTERLOCAL AGREEMENT BETWEEN SKAGIT COUNTY AND SKAGIT TRANSIT FOR
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On 28 April 2025 the Skagit Transit Board of Directors approved the donation of a decommissioned Startrans Senator to Skagit County. By donating this vehicle, the county agrees to partner with a local non-profit organization to provide transportation services to Skagit Friendship House. By signing this agreement, Skagit County agrees to use the Startrans Senator for the stated purpose or for another acceptable public purpose.

The donated Vehicle is:

Year: 2015

Make: Chevrolet

Model: Startrans Senator

VIN: 1GB6G5BL9E1157249

Crystal Stuchman

Skagit Transit CEO

7-17-25

Date