



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

#085.10, which is attached hereto as Exhibit A and fully incorporated herein by this reference, to achieve a goal that is mutually beneficial to the Parties and the community.

2. TERM AND TERMINATION

(a) **Term.** This Agreement shall be in full force and effect at the time that it is executed by both Parties and shall remain in effect until the Vehicle is no longer in use for the purpose stated, herein, subject to earlier termination as provided in Section 2(b).

(b) **Termination for Breach.** This Agreement may only be terminated for a violation of the Agreement terms. In the event either Party breaches or fails to perform or observe any of the terms or conditions herein and fails to cure such breach or default within thirty (30) days' written notice thereof to the other Party, or, if not reasonably capable of being cured within such thirty (30) days, within such other period of time as the Parties agree may be reasonable in the circumstances, either Party may terminate this Agreement in addition to and not in limitation of any other remedy of the non-breaching Party at law or in equity, and the failure of the non-breaching Party to exercise such right at any time shall not waive that Party's right to terminate for any future breach or default. In the event of a breach, this Agreement shall remain in full force and effect until the conclusion of the Dispute Resolution pursuant to Section 8, herein.

3. MAILING ADDRESSES

All notices, reports, and correspondence to the respective Parties of this Agreement shall be sent to the following:

To Skagit Transit:

Primary Contact Person: Crystle Stidham (or successor)
Address: 600 County Shop Road
Burlington, WA 98233

Phone: 360-757-8155
Fax: 360-757-8019
Email: cstidham@skagittransit.org

To Skagit County :

Primary Contact Person:
Address:

Phone:
Fax:
Email:

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.

(c) Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability. It is further provided that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

(d) The terms of this Section shall survive the termination or expiration of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after termination of this Agreement.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS BY THE PARTIES AGAINST EACH OTHER UNDER SUCH INDEMNIFICATION PROVISION, THE PARTIES SPECIFICALLY WAIVE ANY IMMUNITY THEY MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

7. INDEPENDENT CONTRACTOR

In providing services under this Agreement, the relationship of the Parties is that of an independent contractor. Neither Party, nor its officers, agents, or employees, are employees of the other Party for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers compensation pursuant to Title 51 RCW, or any other rights or privileges accorded either Party by virtue of their employment. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights by the employee of one Party against another under any applicable law, rule or regulation. At all times pertinent hereto, employees of Skagit Transit are acting as Skagit Transit's employees, and employees of Skagit County are acting as Skagit County employees.

8. DISPUTE RESOLUTION AND VENUE

It is the Parties' intent to resolve any disputes related to the interpretation or application of this Agreement informally through discussions at staff level, or if necessary, through discussions between Skagit Transit and Skagit County. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to any filing in a court. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following

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.

(f) Filing. This Agreement shall be filed with the Skagit County Auditor's Office or, alternatively, listed by subject on each or either Party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

(g) Insurance. Each Party shall be responsible for maintaining its own insurance.

(h) Modifications. This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

(i) Interpretation. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

(j) Entire Agreement. This Agreement represents the entire integrated Agreement between Skagit Transit and Skagit County and supersedes all prior negotiations, representations or agreements, either written or oral.

(k) Counterparts. This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the Parties hereto and made effective on the day and year first above written.

SKAGIT COUNTY

By: _____
Name: _____
Title: _____
Date: _____

SKAGIT TRANSIT

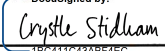
By:  _____
Name: Crystle Stidham
Title: CEO
Date: 2025 July 17 | 9:06:15 PM PDT

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

PERSONAL PROPERTY VALUE \$500 OR LESS

The CEO and Directors are hereby delegated authority to dispose of personal property, with an estimated value of \$500 or less, deemed to be excess to the future need of the Skagit Transit System either by public auction or sealed bids as often as needed.

PERSONAL PROPERTY VALUE OVER \$500

By Resolution, Skagit Transit shall declare personal property having an estimated value over \$500 as surplus at a Board of Directors meeting. The CEO shall recommend to the Skagit Transit Board of Directors the method and disposal to gain the largest public participation and proceeds realized at the hearing.

REAL PROPERTY

By Resolution, Skagit Transit shall declare the real property surplus at a Board of Directors meeting. For the purposes of the Board of Directors meeting, the CEO shall disclose the following information:

- a. Location and description of the property; and
- b. Recommended method of disposition.

A current appraisal signed by an appraiser licensed by the State of Washington shall be available to the Skagit Transit Board of Directors in Executive Session.

ETHICS

Skagit Transit employees, Board members, and their immediate family members are excluded from purchasing Skagit Transit surplus property items so as not to give the appearance of a conflict of interest.

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

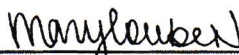
County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

Certificate Of Completion

Envelope Id: 8D6D7F58-2FC6-486D-BF03-363D3B59EFB4	Status: Completed
Subject: Complete with Docusign: C20250210.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larissa Farrell
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	600 County Shop Ln
	Burlington, WA 98233-9772
	lfarrell@skagittransit.org
	IP Address: 50.125.106.162

Record Tracking

Status: Original	Holder: Larissa Farrell	Location: DocuSign
2025 July 17 07:47	lfarrell@skagittransit.org	

Signer Events

Crystle Stidham
cstidham@skagittransit.org
CEO
Skagit Transit
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

1BC411C43ABF4EC...
Signature Adoption: Pre-selected Style
Using IP Address: 50.125.106.162

Timestamp

Sent: 2025 July 17 | 07:49
Viewed: 2025 July 17 | 21:05
Signed: 2025 July 17 | 21:06

Electronic Record and Signature Disclosure:

Accepted: 2025 July 17 | 21:05
ID: 81bdbcda-79df-462b-9289-9b93c0dcd147
Company Name: Skagit Transit

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2025 July 17 07:49
Certified Delivered	Security Checked	2025 July 17 21:05
Signing Complete	Security Checked	2025 July 17 21:06
Completed	Security Checked	2025 July 17 21:06

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Skagit Transit (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Skagit Transit:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cchidley@skagittransit.org

To advise Skagit Transit of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cchidley@skagittransit.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Skagit Transit

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cchidley@skagittransit.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Skagit Transit

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cchidley@skagittransit.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Skagit Transit as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Skagit Transit during the course of your relationship with Skagit Transit.