

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 25 day of November, 2008, by and between Clallam Transit System (CTS), a Washington municipal corporation, and Skagit Transit, pursuant to Chapter 39.34 RCW and to other provisions of law, specifically RCW 39.34.080.

FOR AND IN CONSIDERATION OF the covenants, terms and conditions set forth herein, the parties hereto agree as follows:

1. CTS has a contract with David F. Zehrunge d/b/a CDEnterprises for the purpose of providing consulting for radio system design and implementation and project management assistance for CTS. The Contract can be amended to include additional scopes of work covering multiple transit agencies.
2. CTS authorizes Skagit Transit to participate in this Contract. Such participation shall be effected by a contract amendment adding an additional Scope of Work to cover the services to be provided by CDEnterprises.
3. CTS shall not be a party to such amendment. CTS is not responsible or liable to any person or entity for the performance or suitability of any good or service to be provided by CDEnterprises; CTS is not responsible or liable to any person or entity for the payment of any part of the services provided by CDEnterprises to Skagit Transit, and CTS is not responsible or liable to any person or entity for any damages, liabilities or costs arising from services provided to Skagit Transit by CDEnterprises.
3. Invoices provided by CDEnterprises to Skagit Transit will be broken down according to dates, activities, and consulting fees or other costs associated with Skagit Transit's share of the Project. When consulting activities support two or more agencies participating in this Agreement, the amount of consulting time or expense will be divided by the number of applicable agencies. The schedule of CDEnterprises's hourly rates applicable to this project is contained in Attachment A to this Agreement. Skagit Transit shall make payment to CDEnterprises no later than 30 calendar days after receiving CDEnterprise's invoice. Any goods or services procured by Skagit Transit under this Agreement shall remain the exclusive property of and remain under the control of Skagit Transit.
4. This Agreement shall remain in force until canceled by either party in writing; however, all provisions in this Agreement relating to the responsibilities or liabilities of the parties or to any duty to defend, indemnify and hold harmless shall survive cancellation or termination.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. CTS and Skagit Transit each reserve the right to exclude the other from any particular purchasing contract, with or without notice.

6. As between the parties to this Agreement, each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Skagit Transit agrees to defend, indemnify and hold harmless CTS, its officers, agents or employees from any claims, costs and/or demands arising out of or related to this Agreement or to any purchase made under this Agreement whether such a claim or demand is by the vendor or by any other person or entity, public or private and whether or not it involves negligence or wrongful act by Skagit Transit.
7. CTS will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of CTS. Skagit Transit is solely responsible for compliance with any additional or varying laws and regulations governing purchases by or on behalf of Skagit Transit.
8. This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto. This Agreement may be cancelled or terminated by either party in writing at any time.
9. This Agreement shall be construed in accordance with the laws of the State of Washington. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained only in Thurston County.

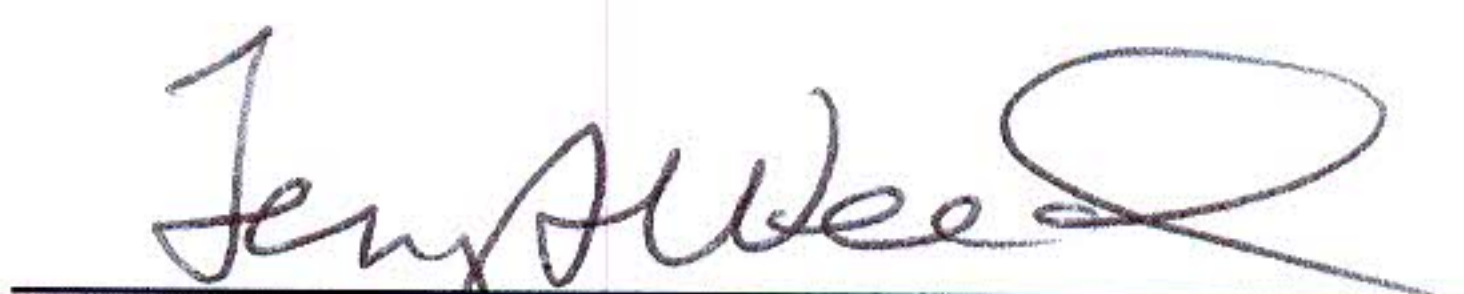
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first hereinabove written.

SKAGIT TRANSIT
600 County Shop Lane
Burlington, WA 98233



Dale O'Brien
Executive Director

CLALLAM TRANSIT SYSTEM
830.W. Lauridsen Blvd.
Port Angeles, WA 98363



Terry G. Weed
General Manager