

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is made in duplicate and entered into this 15th day of June, 2009 by and between the CITY OF BELLINGHAM, a first class municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 210 Lottie Street, Bellingham, WA 98225, and the SKAGIT TRANSIT SYSTEM, a Washington municipal corporation (hereinafter "Skagit Transit"), with offices located at 600 County Shop Lane, Burlington, WA 98233, 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. The City and Skagit Transit agree to a cooperative governmental purchasing agreement whereby the City may extend the use of its competitively awarded contracts to Skagit Transit to the extent provided by law.
2. The City authorizes Skagit Transit to purchase directly from the Contractor under the terms, conditions and pricing of the contract and the City's contractors agree to extend the same to Skagit Transit.
3. Such purchase shall be affected by a direct contract or agreement between Skagit Transit and the Contractor. The City shall not be a party to such contract or agreement. The City is not responsible or liable to any person or entity for the performance or suitability of any good or service to be provided by the Contractor; The City is not responsible or liable to any person or entity for the payment of any part of the purchase price by Skagit Transit, and the City is not responsible or liable to any person or entity for any damages, liabilities or costs arising under the contract or agreement between Skagit Transit and the Contractor.
4. The method of financing or payment of purchases pursuant to this Agreement shall be through budgeted funds or other available funds of Skagit Transit. Any goods or services procured by Skagit Transit under this Agreement shall remain the exclusive property of or under control of Skagit Transit.
5. The City will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the City. Skagit Transit is solely responsible for compliance with any additional or varying laws and regulations governing purchases by or on behalf of Skagit Transit.
6. 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. The City and Skagit Transit each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
7. 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.

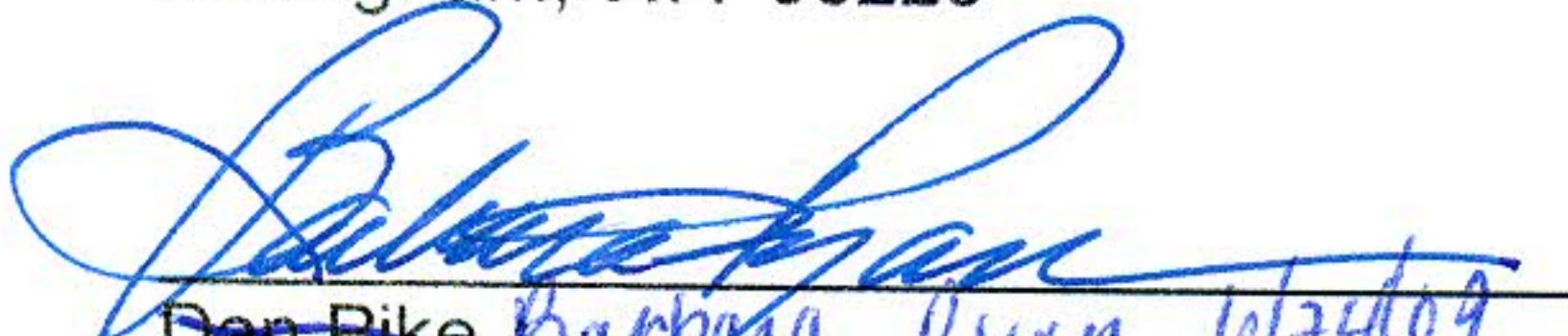


8. As between the parties to this Agreement, each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Skagit Transit agrees to defend, indemnify and hold harmless the City, 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 Contractor or by any other person or entity, public or private and whether or not it involves negligence or wrongful act by Skagit Transit.
9. 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.
10. 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 Whatcom County, Washington.

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


CITY OF BELLINGHAM

2221 Pacific St.
Bellingham, WA 98229


Dan Pike
Mayor

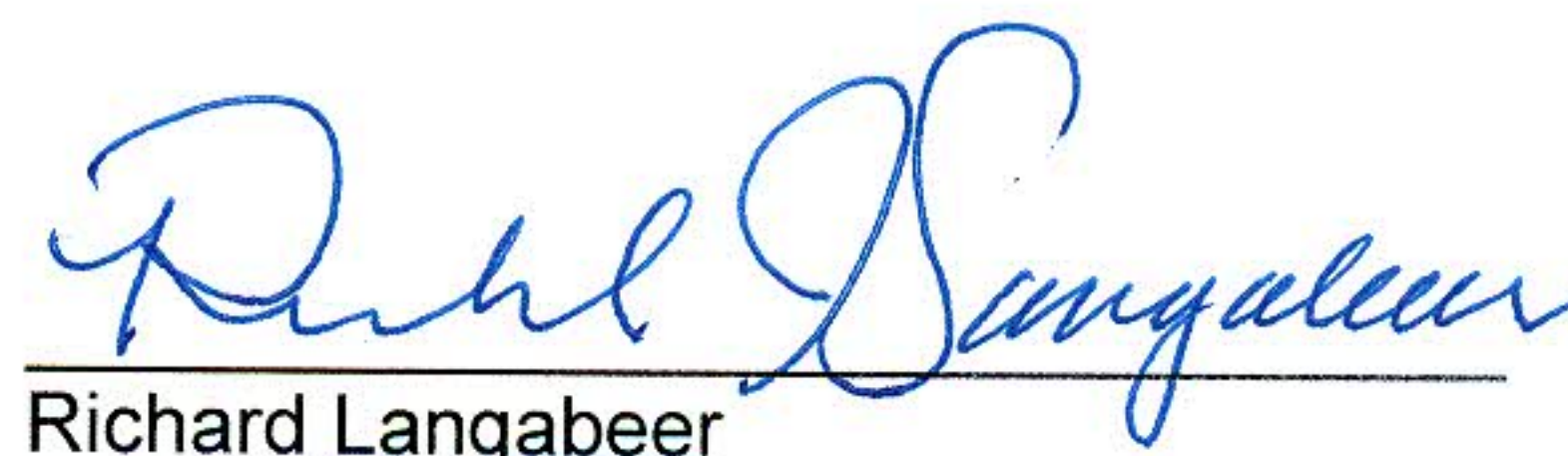
SKAGIT TRANSIT SYSTEM

600 County Shop Lane
Burlington, WA 98233-9772

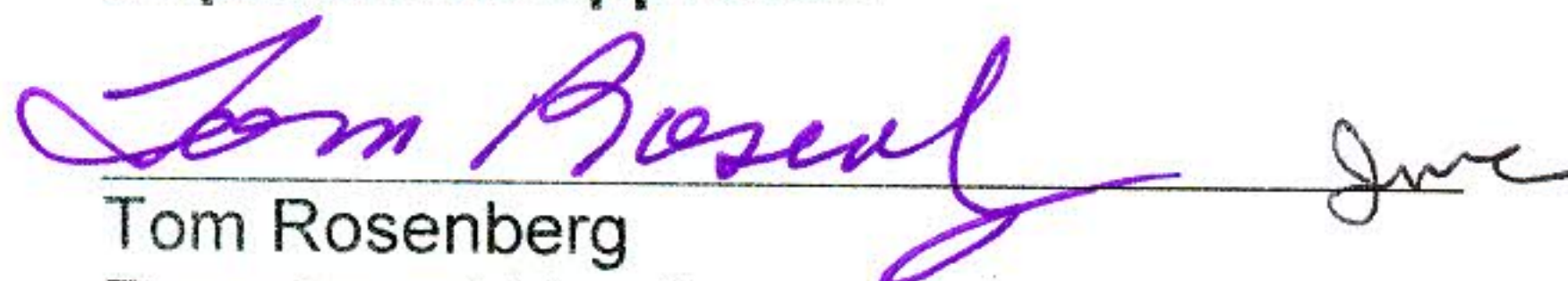

Dale O'Brien
Executive Director

Attest:


Finance Director


Richard Langabeer
Skagit Transit Legal Counsel

Department Approval:


Tom Rosenberg
Department Head

Approved as to form:


Office of the City Attorney