

INTERGOVERNMENTAL AGREEMENT

BETWEEN

SKAGIT TRANSIT

AND

WHATCOM TRANSPORTATION AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between Skagit Transit (hereinafter referred to as "ST"), and Whatcom Transportation Authority (hereinafter referred to as "WTA"), both Washington Municipal Corporations and Public Transportation Benefit Areas (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the general authority granted by RCW Chapter 36.57A, and RCW Chapter 39.34.

RECITALS:

WHEREAS, ST and WTA are each governmental entities and are authorized to contract with other governmental entities pursuant to RCW 39.34.030 and to participate in cooperative purchasing agreements pursuant to RCW 39.26.060 and other applicable laws; and

WHEREAS, ST and WTA desire to enter into a cooperative purchasing agreement in accordance with RCW 39.26.060.

THEREFORE, IN CONSIDERATION OF the covenants, terms and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A. Purpose. The purpose of this Agreement is to allow the Parties to share competitively awarded contracts awarded by either Party for shared use.

B. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

C. Rights and Obligations of the Parties:

1. Each Party, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend competitively awarded contracts for shared use to the extent permitted by law and agreed upon by those contracting parties and vendors.

2. Each Party authorizes the other Party to purchase directly from a contractor under the terms, conditions and pricing of the contract if the originating Party's contractors agree in writing to extend the same to the other Party in an agreement in compliant with RCW 39.26.060.

3. Each Party is responsible for compliance with any additional or varying laws and regulations regarding purchases.

4. Any purchases shall be effectuated by a purchase order from the purchasing Party, referencing the original contract, and directed to the contractor(s).

5. Payment.

a. The method of financing or payment of purchases pursuant to this Agreement shall be through budgeted funds or other available funds of the purchasing Party. Any goods or services procured by either Party under this Agreement shall remain the exclusive property of or under the control of said Party.

b. Each Party shall be responsible for payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement, unless the contract or purchase order specifies a shared obligation by both Parties.

6. Right of Independent Contracting. 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. ST and WTA each reserve the right to exclude the other from any particular purchasing contract, with or without notice.

- D. Term. This Agreement shall remain in full force and effect 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.
- E. Responsible Persons: The persons responsible for administration of this Agreement shall be ST's Procurement and Contracts Coordinator and WTA's Procurement & Contracts Manager.
- F. Treatment of Assets and Property: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- G. Relationship of the Parties: The Parties are separate entities organized under the laws of the State of Washington and this Agreement is not intended to create any new legal or corporate entity. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each Party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.
- H. Indemnification: 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 the Parties by reason of entering into this Agreement except as expressly provided herein.

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.

- I. Non-discrimination in Employment and Client Services: Neither Party shall discriminate against any person on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No Party shall discriminate against any employee or applicant for employment because of handicap; provided that, this provision shall not apply if the particular disability prevents proper performance of the work involved.
- J. Termination: This Agreement may be terminated by either Party effective upon sixty (60) days' written notice, mailed postage pre-paid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- K. 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.

- L. Applicable Law/Venue/Attorney's Fees: In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising here from shall be in the Superior Court of the State of Washington in and for Skagit County. In the event of any action arising out of this Agreement, the prevailing Party shall be entitled to reasonable costs and attorney's fees.
- M. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- N. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- O. 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.
- P. Effective Date: This Agreement shall be in full force and effect upon the date of full execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

Crystle Stidham

Signed: Tuesday, October 28, 2025
Crystle Stidham, Chief Executive Officer
Skagit Transit

02/24/2025

Les Reardanz

Signed: Monday, February 24, 2025
Les Reardanz, General Manager
Whatcom Transportation Authority