

**KENOSHA TRANSIT
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this 21st day of August 2008 by and between Kenosha Transit, a Wisconsin municipal corporation, and the City of Racine, a Wisconsin municipal corporation, hereinafter called the "Public Agency".

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

- 1. Kenosha Transit, in contracting for the purchase of goods and services for itself, agrees to allow the Public Agency to seek the same or similar terms for the Public Agency, where appropriate in Kenosha Transit's sole discretion, to the extent permitted by law.**
- 2. Whenever Kenosha Transit has included in contracts with any vendor the authority for the purchase of goods and/or services by a public agency, the Public Agency may purchase on the same terms and conditions as Kenosha Transit. Such purchase may be affected by a direct contract between the Public Agency and the vendor. The maximum number of buses that may be purchased under this agreement is five (5) buses. Kenosha Transit accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor, and Kenosha Transit accepts no responsibility for the payment of the purchase price by the Public Agency.**
- 3. The method of financing or payment of purchases pursuant to this Agreement shall be through budgeted funds or other available funds of the Public Agency and Kenosha Transit shall have no financial or other liability with respect to the purchase by the Public Agency. Any goods or services procured by the Public Agency under this Agreement shall remain the exclusive property of or under control of the Public Agency.**
- 4. This Agreement shall remain in force until canceled by either party in writing.**
- 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. Kenosha Transit and The Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.**

6. 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. The Public Agency agrees to defend, indemnify and hold harmless Kenosha Transit, its officers, agents or employees from any claims, costs and/or demands arising out of or related to this Agreement.
7. Kenosha Transit will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Kenosha Transit. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Pubic Agency.
8. This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.
9. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. 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 Kenosha County.

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

KENOSHA TRANSIT

Kenosha, Wisconsin

Len Brandrup
Director of Transportation

City of Racine

730 Washington Ave.
Racine, WI 53403

Richard Jones
Director of Public Works