

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN SOUND TRANSIT AND COMMUNITY TRANSIT

This Agreement is made by and between the Central Puget Sound Regional Transit dba "SOUND TRANSIT" and Snohomish County Public Transportation Benefit Area dba "COMMUNITY TRANSIT", both public agencies of the State of Washington within the meaning of RCW 39.34.020 (1) (collectively the "Parties" and, individually, a "Party").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, each of the Parties desires to utilize the other Party's competitively awarded contracts when it is consistent with those awards and applicable law and when it is in their individual interest

NOW, THEREFORE, the Parties agree as follows:

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
2. Each of the parties is responsible for complying with all applicable laws and regulations governing its own purchases.
3. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
4. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
5. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
6. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

The Procurement & Contracts Manager of Community Transit and the Director of Procurement & Contracts Division of Sound Transit shall be representatives of the entities for carrying out the terms of this Agreement.

APPROVED this 22nd day of June, 2017.

APPROVED this 22nd day of June, 2017.

COMMUNITY TRANSIT

SOUND TRANSIT

BY: *Emmett Heath*
Emmett Heath
Chief Executive Officer

BY: *Theodore Lucas*
Theodore Lucas
Director, Procurement and Contracts
Division