

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
WITH CITY OF PORTLAND, OREGON**

This Agreement is made by and between Central Puget Sound Regional Transit Authority ("SOUND TRANSIT"), and the CITY OF PORTLAND, OREGON (collectively the "Parties" and, individually, a "Party") for the purchase of Light Rail Vehicles ("vehicles").

RECITALS

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

WHEREAS, each of the parties desire to conserve resources and reduce procurement costs; and,

WHEREAS, each of the parties desire to improve the efficiency, effectiveness and economy of the procurement of light rail vehicles; and,

WHEREAS, this cooperative purchasing agreement will serve both of those ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

1. Sound Transit will issue a competitive request for proposals solicitation for the purchase of light rail vehicles ("RFP") in accordance with the relevant statutes, ordinances, rules and regulations that govern Sound Transit's procurement practices.
2. The cooperative use of the RFP shall be in accordance with the terms and conditions of the RFP, except as modification of those terms and conditions as otherwise allowed by law.
3. The RFP will include five vehicle options for the City of Portland, to be assigned to the City of Portland via a separate assignment agreement.
4. The City of Portland shall pay Sound Transit for their proportionate share of the one-time engineering costs for the design and testing of the vehicles. The amount of the City's proportionate share will be determined using the final negotiated contract price for these services with the firm awarded the contract, divided by the total number of vehicles ordered (by Sound Transit and the City of Portland) within twelve (12) months from the date the Notice to Proceed is issued by Sound Transit to the firm awarded the contract. This will establish the *per vehicle* cost which will be multiplied by the number of option vehicles ordered by the City of Portland during this 12 month period. At the end of the 12 month period, Sound Transit will send an invoice to the City of Portland. Payment shall be submitted to Sound Transit within 30 days of receipt of the Sound Transit invoice.
5. Each Party will make timely payments to the contractor for the vehicles received in accordance with the terms and conditions of the RFP. Payments for vehicles, inspections and acceptance of the vehicles ordered by the procurement Party, shall be the exclusive obligation of such procuring Party.
6. The City of Portland shall enter into its own contract with the contractor for the purchase of the assigned vehicles, and shall hold Sound Transit harmless from any liability arising in

connection with this Agreement, whether from violation of federal or state procurement laws or the procurement rules or policies of the City of Portland.

- 7. Sound Transit shall not be liable for the performance of the contractor under the City of Portland contract with that contractor. No obligation, except as stated herein, shall be created between the Parties or between the Parties and any applicable contractor.
- 8. No separate legal or administrative entity is intended to be created pursuant to this Agreement. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.
- 9. The exercise of any rights or remedies by the procuring Party shall be the exclusive obligation of such procuring Party.
- 10. This Agreement shall remain in effect until termination by either Party. Either Party may terminate this Agreement by giving 30 days written notice to the other Party.
- 11. In the event of termination of this Agreement, any vehicles acquired by either Party pursuant to the terms of this Agreement shall remain the property of the procuring Party.
- 12. This Agreement will become effective upon execution by the Parties.

The Parties to this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

The City of Portland

Central Puget Sound
Regional Transit Authority

By: _____
(Print Name of Signer)

By: _____
Michael Harbour

Title: _____

Title: _____
Deputy CEO

Signature _____

Signature _____

Date _____

Date _____

Address for Giving Notice:

Sound Transit
401 S Jackson Street
Seattle, WA 98104-2826

Attn: _____

Attn: Jennifer Peary, Sr. Contracts Specialist

Phone: _____

Phone: 206-398-5345

APPROVED AS TO FORM: _____
Sound Transit Legal Counsel