

INTERLOCAL AGREEMENT BETWEEN
VALLEY TRANSIT, a MUNICIPAL CORPORATION OF THE STATE
OF WASHINGTON (HEREINAFTER REFERRED TO AS VT)
AND

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION, (KAYAK PUBLIC TRANSIT)

The parties hereby enter into this agreement as of the date of execution, subject to the terms and conditions contained herein:

RECITALS:

Whereas, VT is a duly constituted municipal corporation of the State of Washington, and existing under and by virtue of the laws of the State of Washington, The Confederated Tribes of the Umatilla Indian Reservation is a federally recognized Indian tribe, which runs Kayak Transit as a program of the government (hereafter "Kayak" or "Kayak Public Transit"). VT is a public agency as that term is defined by RCW 39.34.020 and the Confederated Tribes of the Umatilla Indian Reservation is a federally recognized Indian tribe with the inherent sovereign authority to enter into this agreement.

Whereas, the parties are authorized by RCW 39.34 and, for the Confederated Tribes of the Umatilla Indian Reservation, its inherent sovereign authority, to enter into cooperative agreements for the purchase of various equipment, supplies and services; and

Whereas, VT solicited a Request for Proposals (RFP 2017-01) for a regional real-time passenger information system (RTPIS) pursuant to state requirements dated the 22 day of May, 2017, and

Whereas, VT's agreement with Connexionz, Ltd., a limited liability company under the laws of New Zealand (hereinafter referred to as Connexionz, or Contractor, dated November 7, 2017, permits other public agencies to avail themselves of the equipment and services offered under the agreement, provided, that VT will not have any responsibility or liability for order issued by other public agencies utilizing the agreement referred to above between Valley Transit (VT) and Connexionz, and

Whereas, KAYAK desires to reduce its prospective costs in procuring equipment and services; and

Whereas, the parties recognize and find that this agreement will permit the parties the most efficient use of their powers by enabling them to cooperate with each other on the basis

of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

NOW, THEREFORE, BE IT RESOLVED by the board of directors of VT and by the Executive Director for the Confederated Tribes of the Umatilla Indian Reservation and for and in consideration of the promises and covenants contained herein, the parties agree as follows:

AGREEMENT:

1. Purpose: The purpose of this agreement is to allow KAYAK to purchase equipment and services through VT's purchase agreement with Contractor dated the 7th day of November, 2017.

2. Scope: This agreement shall allow the purchase or acquisition of equipment and services by KAYAK directly from the Contractor per VT's contract with Contractor. A provision in the contract with Contractor permits other agencies to avail themselves of the equipment and services offered under the contract.

3. Cost: The total purchase is for \$136,000, One hundred and thirty six thousand dollars. The quoted equipment is based upon the latest version of the price list attached to the original agreement and most recently changed through addendum 3, dated the 4th day of November, 2019.

3. Duration: This agreement shall become effective once it is fully executed and returned to the other party.

4. Termination: This agreement shall remain in full force and effect until terminated by either party upon thirty (30) calendar days' notice to the other party.

5. Administration of Agreement: It is not the intent of the parties, nor shall this agreement be interpreted, to create a new or separate legal entity for the performance of this agreement. Instead, the boards of both parties shall jointly administer this agreement.

6. Manner of Acquiring, Holding, and Disposing of Property: The party purchasing equipment or services under this agreement shall be solely responsible for acquiring the personal property it purchases, and all such property shall be held in that party's name. That party shall also have the responsibility for disposing of such property for the duration of the agreement and upon termination of the agreement.

7. Manner of Financing: The method of financing this agreement shall be through the budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of equipment or services required solely or exclusively for the use of the other party.

8. Budget: The party purchasing the equipment and services under this agreement shall be responsible for all budget and accounting procedures relating to such purchases.

9. Bidding Requirements: The parties acknowledge that the VT joint procurement agreement with the Contractor dated the 7th day of November, 2017, was the result of request for proposals for a real-time passenger information system pursuant to state statute and Federal Transit Administration (FTA) joint purchase requirements.

The party contracting with a third party vendor through a bid, proposal or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids and proposals for goods and services subject to this agreement, and the lead agency shall maintain records for at least the minimum of records retention requirements for state and federal purposes and provide copies of records upon request.

10. Adoption of Agreement: The Board of Directors or authorized General Manager/Executive Director for each party has authorized this agreement and has or will take action by resolution, motion, or other necessary action to approve this agreement.

11. Independent Right to Contract: Each party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other party.

12. No Obligation: This agreement does not obligate either party to acquire goods or services or dispose of property through the contractual agreements of the other party.

13. Amendments: This agreement may be amended or modified by mutual agreement of the parties. Any amendment or modification shall be in writing, duly signed and duly approved by the boards or delegate of both parties.

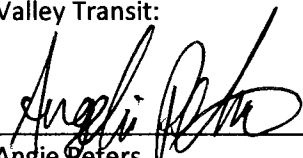
14. Indemnification: Valley Transit (VT) agrees to indemnify, defend and hold KAYAK, its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this agreement to the extent caused by the tortious negligent acts, errors or omissions of Valley Transit, its elected officials, commissioners, officers, employees, agents, and volunteers, or by Valley Transit's breach of this agreements.

KAYAK agrees to indemnify, defend and hold Valley Transit, its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this agreement to the extent caused by the tortious negligent acts, errors or commissioners of Valley Transit, its elected officials, commissioners, officers, employees, agents, and volunteers, or by Valley Transit's breach of this agreements.

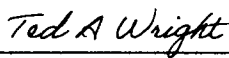
16. Governing Law: The terms of this agreement shall be governed by the laws of the State of Washington.

17. Signatures: The parties acknowledge that they have read, understand and accept this agreement, including any supplements or attachments, and that this agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this agreement. By their signatures thereon, the parties further agree that KAYAK has been supplied with a true and correct copy of the agreement between Valley Transit and Contractor, and that all provisions contained in said contract, including the provision for an option for additional services as provided for in said contract, shall be applicable to KAYAK.

Valley Transit:


Angie Peters _____ Date 8/10/2020

Kayak Public Transit:



Ted Wright, Executive Director, CTUIR

Date 08/10/2020