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(NOTE: Additional narrative has been highlighted in GRAY, and will be deleted if this agreement is finalized.)

**INTERGOVERNMENTAL AGREEMENT**

This intergovernmental agreement is made, pursuant to ORS 190.010 (Intergovernmental Agreements), between those statewide Participating Oregon Community Colleges hereinafter called “POCC”, and defined as those Oregon community colleges having adopted the Community College Rules of Procurement (CCRP), pursuant to ORS 279A.065(5)(a), ORS 279A.070, who have entered into this agreement for the mutual obligations and benefits as set forth herein:

WHEREAS, any member of the POCC, by entering into this agreement, assents and agrees to the provisions as set forth in the CCRP, and agrees to be bound by the CCRP rules, including the provision of the CCRP wherein Sections 100 and 200 shall remain unchanged unless modified by POCC task force members and subsequently ratified by the POCC’s individual Local Contract Review Boards;

WHEREAS, the parties desire to comply with the requirements, formalities of an intergovernmental agreement (Pursuant to ORS 279A.200 (1)(c) Cooperative Procurement Groups must be joined through an intergovernmental agreement);

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement process;

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

**INTERGOVERNMENTAL RECIPROCITY**

WHEREAS, the “administering contracting agency” as this term is defined in ORS 279A.200(a), is a member of the POCC, a “cooperative procurement group” (pursuant to ORS 279A.200(1)(c)), and through its solicitations, public notices, and subsequent contract awards other POCC members may be allowed to establish contracts or price agreements under the terms, conditions and prices of the original contract;

**PUBLIC NOTICE PROVISION SPECIFIC TO “INTERSTATE” COOPERATIVE PROCUREMENT**

(Commentary about distinctive types of cooperative procurements has been inserted here to add clarification:

(1) “Joint cooperative procurements” require an intergovernmental agreement be entered into, and that cooperative procurement provision is already addressed through the execution of this agreement;

(2) “Permissive cooperative agreements” do not require this intergovernmental agreement be generated. They allow other contracting agencies to establish contracts under the terms, conditions, and prices of the administering contracting agency’s solicitation, and they require a public notice of intent be published under certain conditions;

(3) This agreement allows for the POCC group to be recognized as its own entity/group in public notices that are generated by *external* cooperatives such as US Communities Government Purchasing Alliance, E & I Cooperative Service, WSCA, OETC, AEPA, ICBA, etc.. As required by ORS 279A.200(1)(c), this collective group identity, aka POCC, would otherwise not exist without this agreement, since the POCC has not previously defined itself as a “cooperative procurement group.”

(4) Pursuant to ORS 279A.010(1)(b), a contracting agency includes any *person* authorized by a contracting agency to conduct a procurement on the contracting agency’s behalf, (a “person” pursuant to ORS 279A.010(1)(r) includes for-profit or non-profit unincorporated associations, public bodies, or two or more persons having a joint or common economic interest, etc.), so it would be permissible for these *external* cooperatives to conduct procurements (as well as advertise), on behalf of the POCC—a cooperative procurement group, since they have been authorized by a contracting agency/person (POCC);

(5) “Interstate cooperative procurements” require notices of intent be advertised, or they require either the purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, to be listed in the solicitation. The statement below has been included in this agreement solely for the purpose of reiteration or adding emphasis.)

WHEREAS, ORS 279A.220(2)(b)(A) requires the purchasing contracting agency or the cooperative procurement group of which the purchasing contracting agency is a member to advertise a notice of intent to establish a contract or price agreement through an interstate cooperative procurement;

#### **PUBLIC NOTICE COMPLIANCE**

WHEREAS, the administering contracting agency and member of the POCC has met the applicable public notice requirements for Cooperative Procurements—Permissive, Joint, or Interstate—and the provisions of the Public Contracting Code, ORS Chapters 279A, 279B, and 279C;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That the procuring party shall be responsible for the ordering of Product/Services under this agreement. A non-procuring party of the POCC shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
2. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
3. At the discretion of the administering contracting agency, the administering contracting agency's solicitation and the original contract may allow other POCC members to establish contracts or price agreements under the terms, conditions, and prices of the administering contracting agency's original contract;
4. It is up to the procuring party to determine whether all applicable rules and regulations governing public procurements have been satisfied, and the procuring party shall hold harmless the administering contracting agency and non-procuring party(ies) of the POCC;
5. Any member of the POCC that adopts changes to Sections 100 and/or 200 of the CCRP that have not been mutually agreed upon and adopted by all other POCC members, shall by and through its actions, no longer qualify as a member of the POCC cooperative procurement group and shall not represent itself as such.
6. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the provisions of this agreement are considered unlawful or no longer allowable or appropriate for the intended purposes of this intergovernmental agreement, this agreement may be terminated.

Subject to the Community College Rules of Procurement, incorporated herein by reference, and pursuant to ORS 279A.200(1)(c), the POCC members may, through this intergovernmental agreement, facilitate cooperative procurements as a "cooperative procurement group," and may through any "person" (pursuant to ORS 279A.010(1)(r)), authorized by a contracting agency/member of the POCC, satisfy the requirements of public notices of intent.

Parties concur and agree that this agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

This contract and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto and shall become effective immediately.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

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Signature

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Title (typed or printed)

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Name of Community College

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Date