

AGENDA ITEM NO. VIII-F-1

TO: LBCC Board of Education

FROM: Rita Cavin

PREPARED BY: Elaine McDougal

DATE: July 12, 2006

TOPIC: Approval of an Intergovernmental Agreement

GENERAL SUMMARY

In the spring of 2004 an advisory task force of members from several Oregon community colleges, of which Linn-Benton Community College was included, developed the Community College Rules of Procurement, CCRP, in response to the substantive changes to Public Contracting Code ORS 279. Some of the changes in ORS 279 involved new rules on intergovernmental and cooperative agreements.

The advisory group continues to meet on a regular basis to keep the CCRP a living document and be responsive to legislative changes. An intergovernmental agreement was developed to establish the group of Participating Oregon Community Colleges, hereinafter called POCC. The POCC would then be better able to maintain the integrity of the CCRP and maximize procurement resources and efficiencies as shown in the attached agreement.

The DRAFT agreement shows accompanying highlighted narrative to explain and support the agreement. The second attachment without the highlighted areas show the agreement that would be agreed to and signed. Upon approval by the Board, this agreement would become effective immediately.

RECOMMENDATION TO THE BOARD: That the Board of Education, Linn-Benton Community College accept and sign the POCC Intergovernmental Agreement

ACTION TAKEN: The vote on the motion to approve is recorded as follows: Yes – Brayton, Brodie, Horner, Mason, Novak and Wogaman. The motion passed by unanimous vote of those present and voting.

DATE: July 19, 2006

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;

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;

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:

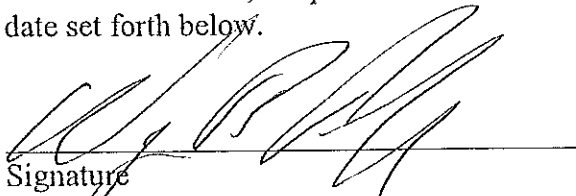
1. That the procuring party shall be responsible for the ordering of Product/Services under this agreement. A non-procuring party of the POCC shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that 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.


Signature

Board Chair
Title (typed or printed)

Linn-Benton Community College
Name of Community College

9/12/06
Date