

INTERGOVERNMENTAL AGREEMENT  
CREATING A COOPERATIVE PROCUREMENT GROUP

**RECITALS**

A. The parties to this Intergovernmental Agreement (AGREEMENT) are \_\_\_\_\_ and those agencies on the current roster, who wish to form a cooperative procurement group (“Group”), as defined and authorized by ORS 279A.200(1)(c), to facilitate cooperative procurements under ORS 279A.200 to 279A.225.

B. The purpose of the Group is to foster intergovernmental cooperative procurement opportunities.

C. Members of this Group may include any “contracting agency”, as defined by ORS 279A.010(1)(b), except persons authorized by a contracting agency to conduct a procurement on the contracting agency’s behalf, that is also a “unit of local government” as defined in ORS 190.003.

**AGREEMENT**

**1. COOPERATIVE PROCUREMENT GROUP**

The parties to this Agreement, other than the Administrator (defined below), constitute the Intergovernmental Cooperative Procurement Group (“Group”).

**2. ADDITION OF OTHER PARTIES**

Other members to the Group may be added when the new member executes this Agreement including all of its terms and conditions according to the individual agency’s contracting requirements.

**3. DUTIES**

a. A party (“planning party”) to the AGREEMENT who plans to create a joint cooperative procurement as defined and described by ORS 279A.200 (1)(e) and 279A.210, shall notify all other parties (“notified parties”) to this AGREEMENT at least 15 business days prior to the advertisement for the procurement of the nature and scope of the planned joint cooperative procurement. A planning party who routinely fails to notify other parties to this AGREEMENT of its intention to create a joint cooperative procurement need not be notified by the other parties prior to their advertisement for a joint cooperative procurement.

b. Each notified party wishing to participate shall inform the planning party at least 10 business days prior to the advertisement for the procurement of the notified party’s estimated requirements for the planned joint cooperative procurement.

c. The planning party shall identify in the solicitation and contract or price Agreement either the Group or the individually notified parties who timely responded to the planning party’s

notification, and shall include in the specification of contract requirements those estimated contract requirements of which the planning party was notified under this section.

#### **4. ADMINISTRATION**

##### **4.1 Administrator**

The Intergovernmental Cooperative Purchasing Committee (“ICP”), a subcommittee of the Columbia Chapter of the National Institute of Governmental Purchasing, shall serve as the Administrator for this AGREEMENT and the Group.

##### **4.2 Agreement**

The Administrator shall maintain a complete, current copy of this AGREEMENT and shall coordinate the execution of all amendments thereto. The Administrator shall provide a complete copy of this AGREEMENT to any unit of local government or other party upon request.

##### **4.3 Roster**

The Administrator shall maintain a current roster of parties to the AGREEMENT, and shall provide a copy of the roster to any party, contracting agency, vendor, or prospective vendor upon request. The Administrator may, if it chooses, make the roster available on a Website.

##### **4.4 Powers**

The administrator shall have no power to enforce the terms of this Agreement.

#### **5. TERM**

The term of this AGREEMENT shall be perpetual for each party unless a party exercises its right of termination.

#### **6. EFFECTIVE DATE**

The effective date of this AGREEMENT shall be the date when all the named parties identified in the Recitals, section A, have signed the Agreement

#### **7. TERMINATION**

A party may terminate its rights and obligations under this AGREEMENT at any time by providing written notice to all other parties and the Administrator not less than 10 business days prior to the date of termination.

#### **8. INTEGRATION AND MODIFICATION**

This Agreement constitutes the parties’ entire Agreement regarding the Group and administration services, and supersedes all prior and contemporaneous Agreements and communications regarding those subjects. This AGREEMENT may be modified only by a written amendment signed by the authorized representative of each party.

**9. COUNTERPARTS; SIGNATURE ON FACSIMILES**

This Agreement and/or facsimile copies of this Agreement may be signed in counterparts by one or more of the Parties, all of which (this original Agreement and one or more facsimile copies of this Agreement, including facsimile copies of signatures), taken together, constitutes this Agreement and, once signed, shall be binding on the parties.

**10. AUTHORITY OF SIGNERS**

The individuals signing this Agreement each represent that he or she is duly authorized to bind the party for which he or she signs.

**11. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this agreement, express or implied, who are entitled to enforce this Agreement. Enforcement of this Agreement is left entirely to the parties.

**12. GOVERNING LAW**

This Agreement is governed by Oregon law without reference to its choice of law provisions

\_\_\_\_\_  
(public body's name)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Its: \_\_\_\_\_  
(title)

Date: \_\_\_\_\_