

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW, ORS 279A.215 et seq., ORS Chapter 190, and other applicable laws, STEVENS COUNTY, WASHINGTON, a political subdivision of the State of Washington, and, DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required and identified from time to time by Stevens County and Deschutes County.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each party may insert in its solicitations for supplies, material, equipment, and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms, and conditions. Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(3) Each party reserves the right to contract independently for the acquisition of supplies, material, equipment, and services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party accepts no responsibility for the payment of the acquisition price of any supplies, material, equipment, and services intended for use by the other party.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) Nondiscrimination. Both parties agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

(7) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(8) The Road Superintendent/Manager/Supervisor of Stevens County and the Deschutes County Road Department Operations Manager shall be representatives of the entities for carrying out the terms of this Agreement.

(9) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

(10) Pursuant to RCW 39.34.040 and ORS 279A.215 et seq., regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Stevens County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

(11) Each government party purchase using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract and shall defend and indemnify the party which awarded the original contract from any claim, cost, or expense, including reasonable attorney's fees, arising therefrom, except that the party which awarded the original contract shall defend, indemnify, and hold harmless other government parties using the contract from any claim, costs, or expense, including attorney's fees, caused by or related to the originally awarding party's erroneous representation to the using party that the original award of the contract complied with the requirements all applicable laws and regulations governing the original awarding party's purchases.

(12) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.


BOARD OF COUNTY COMMISSIONERS
STEVENS COUNTY, WASHINGTON


Chairman Greg Young


Commissioner Mark Burrows


Commissioner Montgomery Stobart

ATTEST:


Jonnie R. Brown, Clerk of the Board

Approved as to form

Prosecuting Attorney

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Approved this _____ day of _____, 2025

DESCHUTES COUNTY, OREGON

Anthony DeBone, Board Chair

Subscribed and sworn to me this _____ day of _____, 2025

My Commission Expires: _____

ATTEST:
