

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW, ORS 279A.215 et seq., ORS Chapter 190, and other applicable laws, DOUGLAS COUNTY, 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 Douglas 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.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(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 will indemnify and hold the other party harmless, to the extent permitted by law, as to any claim arising out of its participation in this Agreement.

(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 of Douglas 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 Douglas County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Dan Sutton, Chair

Marc S. Straub, Vice-Chair

Kyle Steinburg, Commissioner

ATTEST:

Carlye Baity, Clerk of the Board

Approved as to form

Prosecuting Attorney



Approved this ____ day of _____, 2024

DESCHUTES COUNTY, OREGON

PATTI ADAIR, Board Chair

Subscribed and sworn to me this ____ day of _____, 2024

My Commission Expires: _____

ATTEST:
