

OREGON COOPERATIVE PROCUREMENT PROGRAM (ORCPP)
COOPERATIVE PROCUREMENT PARTICIPATION AGREEMENT
REINSTATEMENT AND AMENDMENT

15 APR -9 P2:21

This is Amendment No. 1 ("Amendment") to ORCPP Cooperative Procurement Participation Agreement No. IGA-C00360, dated 09/10/2007, as amended from time to time ("Agreement") between the State of Oregon acting by and through the Department of Administrative Services, Enterprise Good and Services Division, Procurement Services (DAS PS) and Yamhill County (ORCPP Member or Authorized Purchaser).

I. Purpose. The purpose of this Amendment is to:

- A. Reflect the name change of the Department of Administrative Services, State Procurement Office to the Department of Administrative Services, Enterprise Goods and Services, Procurement Services; and
- B. Reinstate the Agreement, effective retroactively, to include the ORCPP Member program activities and purchases made by Authorized Purchaser from 09/09/2012 (date of expiration) through the extension term in section 5.

II. Name Change. All references in the Agreement to "Department of Administrative Services, State Procurement Office" and "DAS SPO" are deleted in their entirety and replaced with "Department of Administrative Services, EGS-Procurement Services" and "DAS PS," respectively.

III. Section 5, Agreement Term, is deleted in its entirety and replaced with the following:

"5. The Agreement is effective as of the date signed by DAS PS and shall remain effective for two (2) years following the effective date of Amendment 1."

IV. Retroactive Effective Date. DAS PS and Authorized Purchaser agree that this Amendment is effective retroactively as of 09/09/2012 [*prior expiration date*].

V. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. ORCPP Member's authorized representative certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment, with the same effect as though made at the time of execution of the Agreement.

VI. Signatures: Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Amendment, understands it, and agrees to be bound by its terms and conditions. Each person signing this Amendment represents and warrants that he/she has the authority to execute this Amendment.

ORCPP MEMBER: Yamhill County

Approval Signature Allen Springer Date: 3-5-15

Name and Title (type or print): Allen Springer, Chair, Board of Commissioners

by Christian Boenisch
County Counsel
Yamhill County

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES, EGS-PROCUREMENT SERVICES

Approval Signature Adam Helvey Date: 3/12/15

Name and Title (type or print) Adam Helvey Outreach Coordinator

B.O. 15-466

RECEIVED

MAR 16 2015

YAMHILL COUNTY BOC

3/12/15

Adam Helvey
Das Procurement Services

Good Afternoon,

It was requested to return a final copy of our IGA, but there was only one original in the package and we do need to keep an original. So, enclosed is a copy, please feel free to contact me if there are any concerns. Thanks and have a great day.

Adam Helvey
Statewide Outreach Coordinator
(P) 503-373-2106 (F) 503-373-1626
<http://procurement.oregon.gov>
Data Classification Level 2 - Limited

Yamhill County
Coo360

STATE OF OREGON



DEPARTMENT OF ADMINISTRATIVE SERVICES
OREGON COOPERATIVE PROCUREMENT PROGRAM
(ORCPP)

Cooperative Procurement Participation Agreement

Oregon Department of Administrative Services
State Services Division
State Procurement Office
1225 Ferry Street SE U140
Salem OR 97301-4285
(503) 378-4642 FAX: (503) 373-1626
<http://procurement.oregon.gov>

OREGON COOPERATIVE PROCUREMENT PROGRAM (ORCPP)

1.0 DEFINITIONS:

- 1.1 **Agreement** means this Oregon Cooperative Procurement Program Participation Agreement entered into in accordance with and pursuant to ORS 190.
- 1.2 **Authorized Purchaser** means a Member of ORCPP that has executed a standard ORCPP Cooperative Procurement Participation Agreement. Authorized Purchasers can be verified at the following web address: <http://www.oregon.gov/DAS/SSD/SPO/coop-menu.shtml>
- 1.3 **Bid** means a response to an Invitation to Bid.
- 1.4 **Bidder** means an Entity that submits a Bid in response to an Invitation to Bid.
- 1.5 **Contractor** means the Entity awarded a Price Agreement, or the Entity with whom an agency enters into a Contract. Contractor is interchangeable with "Consultant" and "Provider."
- 1.6 **DAS** means the State acting by and through the Oregon Department of Administrative Services.
- 1.7 **DAS State Procurement Office or DAS SPO** means the purchasing section of the State Services Division of DAS.
- 1.8 **Designated Price Agreement** means an agreement for the procurement of goods or services (1) entered into with one or more contractors by the State or by a state which is a member of the Western States Contracting Alliance ("WSCA") (2) that identifies ORCPP participants as additional authorized purchasers (3) at a set price for the goods or services with (4) no guarantee of a minimum or maximum purchase; or (5) an initial order or minimum purchase combined with a continuing Contractor obligation to provide goods and services (6) in which the authorized agency does not guarantee a minimum or maximum additional purchase. See ORS 279B.140
- 1.9 **Entity** means a natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit and nonprofit unincorporated association, business trust, two or more persons having a joint common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.
- 1.10 **Intergovernmental Agreement** means any agreement between a State Agency and Unit of Local Government of this State, the United States, a United States governmental agency, an American Indian tribe or an agency of an American Indian tribe and includes Interstate Agreements and International Agreements.
- 1.11 **Interstate Agreement** means any agreement between an agency and a Unit of Local Government or State Agency of another state.
- 1.12 **Invitation to Bid or ITB** means all documents, whether attached or incorporated by reference, used for soliciting Bids.
- 1.13 **Member** means an Entity that has met at least one of the minimum ORCPP qualifications as established herein and maintains an active ORCPP Membership with DAS.
- 1.14 **Ordering Document** means a purchase order, work order or other ordering document used by an Authorized Purchaser to purchase goods or services from a Contractor under a Designated Price Agreement. Issuance of an Ordering Document by an Authorized Purchaser constitutes acceptance of the Contractor's offer to contract.
- 1.15 **Oregon Cooperative Procurement Program or ORCPP** means the State of Oregon Cooperative Procurement Program that allows its Members to utilize certain Oregon State Price Agreements as well as certain Price Agreements entered into by states that are members of the Western States Contracting Alliance (WSCA) for the purchase of goods and services. ORCPP eligible entities include cities, counties, school districts, special districts, Oregon University Systems and its individual institutions, QRF's, Residential Programs, United States governmental agencies, American Indian tribes and agencies of American Indian tribes,

and Public Benefit Corporations. Also included under this membership program are state agencies not subject to ORS 279A.140 and DAS-implemented Administrative Rules, such as Oregon Lottery, Treasury, Secretary of State, etc.

- 1.16 **Oregon Procurement Information Network or ORPIN** means the State of Oregon's electronic procurement information program used to access and publicize government bidding opportunities, state contract information, vendor detail and directories for Oregon, Minority, Women and Emerging Small Business, and participating ORCPP Members.
- 1.17 **Proposal** means a response to a Request for Proposals.
- 1.18 **Proposer** means an Entity that submits a Proposal in response to a Request for Proposals.
- 1.19 **Public Benefit Corporation** means a corporation as defined in ORS 65.001 that provides public services under either a contract with a State Agency or under contract with a Unit of Local Government that funds the contract, in whole or part, with state funds.
- 1.20 **Qualified Nonprofit Agency for Disabled Individuals or QRF** means an activity center or rehabilitation facility, certified as a community rehabilitation program or as a vocational service provider through the Oregon Department of Human Services that DAS-SPO has determined to be qualified under OAR 125-055-0015.
- 1.21 **Request for Information or RFI** means a document used to solicit information on industry standards, practices, and delivery methods. The document is not intended to result in the award of a contract, does not request pricing, and makes it clear that the RFI is only seeking comments and information. (As defined by the National Institute of Governmental Purchasing (NIGP) "Public Purchasing and Material Management" manual.)
- 1.22 **Request for Proposals or RFP** means all documents, whether attached or incorporated by reference, used for soliciting Proposals.
- 1.23 **Residential Program** means a residential program when under contract with the Department of Human Services to provide services to youth in the custody of the State.
- 1.24 **Solicitation Document** means an Invitation to Bid, a Request for Proposals, or a special procurement solicitation, and all other documents, either attached or incorporated by reference, and any changes, issued by an authorized agency to establish an original contract that forms the basis for an agency's participation in a procurement.
- 1.25 **Solicitation Services** means the services set out in Section 3.1, including development and administration of the procurement process on behalf of Authorized Purchasers.
- 1.26 **State** means the State of Oregon.
- 1.27 **State Agency** means every state officer, board, commission, department, institution, branch or agency of state government whose costs are paid wholly or in part from funds held in the State Treasury, and includes the Legislative Assembly and the courts, including the officers and committees of both, and the Secretary of State and the State Treasurer in the performance of the duties of their constitutional offices.
- 1.28 **Training** means any training provided by the DAS SPO Training and Outreach Unit, including procurement certification classes, ORPIN training, and/or other public procurement-related educational offerings.
- 1.29 **Unit of Local Government** means a county, city, district or other public corporation, commission, authority or Entity organized and existing under statute or city or county charter.

OREGON COOPERATIVE PROCUREMENT PROGRAM

2. STANDARD ORCPP AGREEMENT SERVICES

Pursuant to ORS 190.110, 190.210, 190.240, relating to Intergovernmental and Interstate Agreements, and in exchange for the fee as provided under Section 2.5 herein, DAS agrees to provide access to cooperative governmental purchasing services to:

_____, ("Authorized Purchaser").

2.1 Participation in Designated Price Agreements: Authorized Purchasers may purchase goods and services from those Designated Price Agreements identified by DAS SPO in accordance with (1) the terms and conditions of this Agreement and (2) the terms and conditions of the Designated Price Agreement. Designated Price Agreements are subject to expiration or termination and DAS can not guarantee the availability of a particular Designated Price Agreements.

2.2 Requirements for the use of Designated Price Agreements When Making Purchases as an ORCPP Member

- a) Authorized Purchasers shall use only Designated Price Agreements
- b) All purchases from Designated Price Agreements shall be only for the direct use of the Authorized Purchaser and the Authorized Purchaser shall not make any purchases for resale or for or on behalf of any third party.
- c) Purchases by an Authorized Purchaser from a Designated Price Agreement shall be made using an Ordering Document, issued by the Authorized Purchaser to the Contractor, which contains the following statement:

"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # _____ AND PRICE AGREEMENT #: _____. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED".

- d) Authorized Purchasers using Designated Price Agreements, shall comply with any and all rules, policies, applicable requirements contained in ORS 279A, ORS 279B, or ORS 279C, or other applicable laws including without limitation, the prevailing wage requirements of the Oregon Bureau of Labor and Industries (BOLI). See ORS 279C.800 through 279C.870, ORS 200.035, etc.
- e) From time to time, DAS SPO may request a written commitment from agency to participate in certain solicitations for goods and services to help achieve maximum volume discount contracts for the benefit of all ORCPP customers. Participation may or may not affect DAS SPO's decision to pursue the solicitation.

2.3 Electronic Oregon Procurement Information Network: The State's Oregon Procurement Information Network (ORPIN) system electronically displays Notice Documents. This system provides vendors global access to solicitation notice documents that may be viewed or downloaded. Authorized Purchaser:

- a) Shall be permitted to use the ORPIN system to transfer (upload) Authorized Purchaser's solicitation advertisement notices.

- b) Shall take full and complete responsibility for the content and substance and accuracy of all information contained in any Authorized Purchaser notice documents uploaded and displayed on the ORPIN system. DAS SPO disclaims any and all liability arising out of or relating to Authorized Purchaser's use of the ORPIN System, including but not limited to the uploading and display of Authorized Purchaser's solicitation advertisement notices and documents.
- c) Shall be eligible to use future enhancements to the System, such as electronic bidding and solicitation document types, as they become available for use by ORCPP members.

2.4 Standard ORCPP Service Fees:

- a) Authorized Purchaser agrees to pay to DAS SPO a non-refundable, fully earned annual membership fee upon subscription to ORCPP services. The membership fee covers the primary portion of cost of services identified in Section 3. Additional fees will also be assessed for "ADDITIONAL ORCPP SERVICES" as defined in Section 3.0 below.
- b) Authorized Purchaser agrees to pay any additional fees that may be incurred under this Agreement.
- c) The following fee structure is based on the Authorized Purchaser's total organizational budget.

IMPORTANT: On the annual fee schedule below initial the budget range that represents your organization's annual budget.

Individual Organization Fee Schedule

Initial	Organizational Budget	Organizational Budget	Annual Membership Fee
In Box	MORE than	LESS than	
	\$ 0.00	\$ 3,000,000	\$ 200.00
	\$ 3,000,000	\$ 7,500,000	\$ 500.00
	\$ 7,500,001	\$ 21,000,000	\$ 900.00
	\$ 21,000,001	\$ 30,000,000	\$ 1,000.00
	\$ 30,000,001	\$ 68,000,000	\$ 2,000.00
	\$ 68,000,001	\$ 90,000,000	\$ 3,000.00
	\$ 90,000,001	\$ 150,000,000	\$ 4,000.00
	\$ 150,000,001	and over	\$ 5,000.00

Authorized Purchaser shall submit budget documentation.

- d) DAS SPO reserves the right to verify Authorized Purchaser's budget. The Notice of Public Hearings Budget Reports, line 12, on file with the Oregon Department of Revenue will be used for verification.

Special Public Agency Member Participation Fee Schedule:
(Limited to Qualified Public Agencies with annual budgets of \$0 - \$3,000,000)

Initial	Organizational Budget	Organizational Budget	Annual Membership Fee
In Box	MORE than	LESS than	
	\$ 0.00	\$ 1,000,000	\$ 50.00
	\$ 1,000,000	\$ 3,000,000	\$ 100.00

- a) Authorized Purchaser shall submit budget documentation.
- b) DAS reserves the right to verify Authorized Purchaser's budget. The Notice of Public Hearings Budget Reports, line 12, on file with the Oregon Department of Revenue will be used for verification.

2.5 DAS SPO reserves the right to implement a Vendor Collected Administrative Fee (VCAF) on certain contracts when such fee does not adversely affect the savings or percentage of discount for the awarded contract. DAS SPO shall use marketplace analysis and other procurement assessment tools to determine on a case-by-case basis whether a VCAF is feasible to implement prior to its inclusion in a contract.

3.0. ADDITIONAL ORCPP SERVICES:

3.1. Solicitation Services. Upon submission by Authorized Purchaser of a completed Solicitation services Project Request Form, a copy of which is Attachment A and incorporated by reference, DAS SPO may, pursuant to this Agreement, provide Authorized Purchaser with the following Solicitation Services:

- a) DAS SPO:
 - 1) Shall develop Solicitation Document(s) on DAS's automated procurement system.
 - 2) Shall advertise Solicitation Document(s) on the DAS's ORPIN System.
 - 3) Shall administer the procurement process on behalf of, and in consultation with, Authorized Purchaser.
 - 4) Shall issue notice of intent to award.
- b) Authorized Purchaser:
 - 1) Shall, in consultation with DAS, determine the responsive responsible Bidder or Proposer for purposes of issuing a notice of intent to award.
 - 2) Shall be responsible for final selection of Contractor, contract award, contract execution and contract administration. DAS SPO shall not be a party to any resulting contract and shall have no involvement in contract oversight or administration.
- c) DAS SPO shall provide Authorized Purchaser a time and cost estimate for the Solicitation Services.
- d) DAS SPO and Authorized Purchaser shall work together to insure that the solicitation is compliant with public purchasing statutes and rules.
- e) Solicitation Services are not available for products and/or trade services otherwise available under existing State Price Agreements.

- f) DAS SPO reserves the right to decline an Authorized Purchaser's request for Solicitation Services.
- g) In the event this Agreement is terminated after DAS SPO has accepted an Authorized Purchaser's request for Solicitation Services but before Solicitation Services have been completed, DAS SPO shall cease performing Solicitation Services and shall return all Solicitation Services material to Authorized Purchaser upon payment for any services incurred prior to termination.

3.2. Solicitation Services Fees:

- a) DAS SPO shall charge \$52.00 dollars per hour or the amount listed in the current DAS User Fee Price List for Solicitation Services provided pursuant to Section 3.1.
- b) Fees for Solicitation Services will be invoiced and collected on a monthly basis. In the event this Agreement is terminated in accordance with its terms, DAS SPO may collect from Authorized Purchaser for Solicitation Services performed prior to receipt or delivery of notice of effective date of termination.
- c) DAS SPO may obtain legal services as necessary to assist it in the provision of Solicitation Services. Any legal fees associated incurred by DAS SPO with the provision of Solicitation Services for Authorized Purchaser must be reimbursed to DAS SPO by the Authorized Purchaser. Such legal fees shall be separately invoiced to Authorized Purchaser and reimbursed by Authorized Purchaser to DAS SPO. Notwithstanding this reimbursement, Authorized Purchaser acknowledges and agrees that such legal services are rendered on to DAS SPO and solely for the benefit of DAS SO and the Authorized Purchaser. Authorized Purchaser acknowledges that it is solely responsible for obtaining any legal services that it deems prudent or necessary with regard to the Solicitation Services.

3.3. Training: ORCPP Members are eligible to attend any DAS SPO-sponsored and scheduled procurement-related Training or workshop at the same cost as State Agency participants. Additional agency-specific Training by DAS SPO on behalf of an Authorized Purchaser Member may be coordinated through the DAS SPO Training and Outreach Unit at a cost to be determined and agreed to between the parties.

4.0. Reciprocal Cooperative Governmental Purchasing Agreements: DAS SPO may, from time to time, enter into an Interstate Agreement allowing Authorized Purchaser to access some or all of the purchasing services provided therein. Any purchasing service(s) accessibility available to Authorized Purchaser under an Interstate Agreement shall be outlined in the Interstate Agreement. DAS SPO shall: (1) notify Authorized Purchaser of such Interstate Agreement(s); and, (2) the particular purchasing service available (if any); and, (3) the procedures for use; and, (4) any additional cost or fees applicable. Authorized Purchaser is responsible for assuring that use of such Interstate Agreement complies with all laws, rules or regulations that might govern Authorized Purchaser's ability or authority to use such Interstate Agreements.

5.0. Agreement Term: The initial term of the Agreement shall be for one a fiscal year (July 1 through June 30) beginning with the 2007-2008 subscription year unless earlier terminated or renewed. The Agreement may be renewed annually, upon payment of the appropriate membership fee, which shall be invoiced by DAS – SPO between June 1 and July 15 of each year. Agencies may request DAS-SPO to be invoiced earlier than June 1. The maximum term of the Agreement shall not exceed five (5) years. Expiration of this Agreement shall not extinguish or prejudice DAS SPO's right to enforce this Agreement with respect to any breach of contract or any default or defect in Authorized Purchaser performance that

has not been cured.

6.0. Agreement Renewal:

- a) DAS SPO shall send Authorized Purchaser a notice of pending Agreement expiration together with required renewal documentation no later than sixty (60) days prior to the expiration of the then current Term.
- b) Authorized Purchaser shall submit the required Agreement fee and all required renewal documentation to DAS SPO.
- c) DAS SPO shall allow a grace period through August 31, to allow participants adequate time to process payment and complete and return the Agreement for the new fiscal year.
- d) If payment is not received by August 31, ORCPP participant shall be placed on the inactive list and access privileges will be suspended in the ORPIN system. ORCPP privileges and ORPIN access will be fully restored upon receipt of payment for the current fiscal year.

7.0. Termination:

- a) **Termination For Convenience.** Either party may, in its sole discretion, terminate this Agreement, in whole or in part, upon 30 days notice to the other party.
- b) **DAS SPO's Right to Terminate For Cause.** DAS SPO may terminate this Agreement, in whole or in part, immediately upon notice to Authorized Purchaser, or at such later date as DAS SPO may establish in such notice, upon the occurrence of any of the following events:
 - (i) DAS SPO fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to continue its obligations under this Agreement;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either performance of DAS SPO's obligations under this Agreement are prohibited or DAS is prohibited from paying for such Work from the planned funding source;
 - (iii) Authorized Purchaser is no longer legally eligible to participate in this program or fulfill its obligations under this Agreement; or
 - (iv) Authorized Purchaser commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and such breach, default or failure is not cured within 10 business days after delivery of DAS SPO's notice, or such longer period as DAS SPO may specify in such notice.
- c) **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Agreement, including lost profits or (ii) any damages of any sort arising from the termination of this Agreement in accordance with its terms.

8.0. Hold Harmless; Indemnity: Subject to limitations of the Oregon Tort Claims Act and the Oregon Constitution, Authorized Purchaser shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees, or agents and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts or omissions of the Authorized Purchaser, or its officers, employees, members or agents under this Agreement and (2) any services, including Solicitation Services, provided under this Agreement pursuant to a representation of Authorized Purchaser's authority and State's reliance thereon.

Provided, however, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State and/or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of

Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) officers, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

9.0. Successors in Interest, Assignment: The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other. Any such attempted assignment or transfer shall be void.

10.0. Merger Clause; Amendment; Waiver: This Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent or modification of the Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

11.0. Limitation of Liability: Authorized Purchaser acknowledges and agrees that the State shall not be liable for any direct, indirect, incidental or consequential damages sustained by Authorized Purchaser which arise out of or are in any way related to goods or services obtained from Contractors under any agreement, contract or Ordering Document including without limitation a Designated Price Agreement or Interstate Agreement utilized by Authorized Purchaser pursuant to this Agreement. State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services available under any agreement, contract or Ordering Document including a Designated Price Agreement or Interstate Agreement.

Furthermore, Authorized Purchaser acknowledges and agrees that the State shall not be liable for any direct, indirect, incidental or consequential damages arising out of or related to any goods or services obtained under any contract entered into by Authorized Purchaser pursuant to any services, including Solicitation Services, provided under this Agreement.

12.0. Compliance with Applicable Law: Authorized Purchaser shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to this Agreement or to Authorized Purchaser's obligations under this Agreement, as it may be adopted or amended from time to time.

13.0. Governing Law; Venue: Any claim, action, suit, litigation, or proceeding (collectively "Claim") between the State and Authorized Purchaser arising out of or related to this Agreement, shall be brought and conducted solely and exclusively in the Circuit Court of Marion County in Salem, Oregon; provided however if a claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Authorized Purchaser, by execution of this Agreement hereby consents to the in personum jurisdiction of said courts. However, nothing herein shall be construed as waiver of the State's sovereign or governmental immunity, or immunity derived from the Eleventh Amendment to United States Constitution, or any defenses based thereon.

14.0. Warranty: Authorized Purchaser represents and warrants that the information provided in connection with the qualifications of this Authorized Purchaser for Member status with ORCPP is true and correct.

15.0. Signatures: Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants that he/she has the authority to execute this Agreement.

AUTHORIZED PURCHASER

STATE:

Signature: Kathy George
Name: KATHY GEORGE
Title: Chair County Commission
Date: 8-29-07

Signature: Marscy Stone
Name: _____
Title: Marscy Stone, CPPO
Date: 9/10/07
External Operations Manager

AUTHORIZED PURCHASER
(legal counsel signature, if necessary)
APPROVED AS TO FORM:

ok
na

Signature: Rick Sanai
Name: Rick Sanai
Title: Assistant County Counsel
Date: August 29, 2007