**INTERAGENCY AGREEMENT**

This Agreement is between Oregon Department of Administrative Services (DAS), Department of Education (ODE), Department of Forestry (ODF), Department of Revenue (DOR), Secretary of State (SoS), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ individually without distinction as “Party” and collectively as “Collaborating Agencies”.

1. AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

1. PURPOSE

To establish collaboration in acquiring an end-to-end eProcurement solution as outlined in the project charter (Exhibit A).

1. EFFECTIVE DATE AND DURATION

This Agreement shall begin October 1, 2015 (“Effective Date”), and shall terminate on September 30, 2016 unless terminated earlier in accordance with Section 6.

The Collaborating Agencies obligations for project costs incurred are effective on October 1, 2015.

1. RESPONSIBILITIES
   1. Collaborating Agency shall:
   2. Provide the following agency resources:
      1. Executive Committee Meetings (Executive Sponsor from each agency) 9 hours
      2. Steering Committee Meetings (1-3 per agency) up to 54 hours
      3. Project Team (Document Agency Business processes, Develop Common Requirements, Solicitation process, Selection, Contract Negotiation):

Procurement Subject Matter Expert(s) 126 hours

Finance Subject Matter Expert(s) 126 hours

Information Technology Subject Matter Expert(s) 66 hours

* 1. Document its business processes for its procurement function in order to establish a baseline understanding of functionality needed to acquire an end-to-end eProcurement solution. Documentation of current business processes, interface needs, and data conversion needs must be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_ to assure that the overall project remains on schedule.
  2. Work together to develop common requirements for an end-to-end eProcurement solution to be acquired. These common requirements will be used in the solicitation, proposal evaluation, and contract negotiations. The Collaborating Agencies will contribute in-kind staff time to accomplish these tasks.
  3. Identify the appropriate steering committee and project team members as described in the project charter (Exhibit A).
  4. Be responsible for their own implementations; however, lessons learned and implementation documents from previous implementations will be shared between the Collaborating Agencies.

1. COMPENSATION AND PAYMENT TERMS

The project will incur project costs for such things as Project Manager, Project Business Analyst, Project Consultant, Internal Controls Consultant, DOJ fees, etc.

PROJECTED PROJECT COSTS OCTOBER 1, 2015 – SEPTEMBER 30, 2016

The total projected cost shown above will be allocated among the Collaborating Agencies based on 2015-17 Governor’s Budget FTE POSITIONS. The cost for the Collaborating Agencies is as follows:

Department of Administrative Services (DAS) $\_\_\_\_\_\_\_\_\_\_\_\_\_

Department of Education (ODE) $\_\_\_\_\_\_\_\_\_\_\_\_\_

Department of Forestry (ODF) $\_\_\_\_\_\_\_\_\_\_\_\_\_

Department of Revenue (DOR) $\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary of State $\_\_\_\_\_\_\_\_\_\_\_\_\_

Etc,

Etc.

Total Cost $\_\_\_\_\_\_\_\_\_\_\_\_\_

ODF will administer project costs and has set up a separate fund for the project expenses. Collaborating Agencies agree to transfer its payment amount shown above to ODF by \_\_\_\_\_\_\_\_\_\_\_\_. If these projected costs turn out to be less than expected, refunds will be made. Due to the nature of this project, cost overruns may occur or the project may not be completed by September 30, 2016; however, the Collaborating Agencies agree to pay their share of additional project costs as approved by the Executive Sponsors.

Collaborating Agencies that terminate this agreement in accordance with Section 6 shall not be granted a refund.

1. TERMINATION
   1. This Agreement may be terminated at any time by mutual written agreement of the Collaborating Agencies.
   2. A Party may terminate this Agreement upon 30 days written notice to the other Party.
   3. A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
      1. The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party’s reasonable administrative discretion, to perform its duties under this Agreement;
      2. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party’s performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
      3. The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party’s performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party’s notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.
2. AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Collaborating Agencies.

1. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, to Sarah Roth at [sarah.roth@state.or.us](mailto:sarah.roth@state.or.us) .

1. SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Collaborating Agencies prior to termination.

1. SEVERABILITY

The Collaborating Agencies agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Collaborating Agencies shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

1. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Collaborating Agencies are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

1. LIABILITY AND INSURANCE
   1. The Collaborating Agencies understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
   2. The Collaborating Agencies agree that any tort liability claim, suit, or loss resulting from or arising out of the Collaborating Agencies’ performance of, or activities under, this Agreement shall be allocated, as between the Collaborating Agencies, in accordance with law by Risk Management of the Department of Administrative Services for purposes of the Collaborating Agencies’ respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to the Agreement agrees to notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the Collaborating Agencies’ performance of, or activities under, this Agreement.
2. DAS REPORTING REQUIREMENT

The Collaborating Agencies agree that SoS shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. SoS shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

1. RECORDS

The Collaborating Agencies shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State’s Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

1. COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Collaborating Agencies shall comply with all applicable federal, state and local laws and regulations.

1. NO THIRD PARTY BENEFICIARIES

The Collaborating Agencies are the only parties to this Agreement and only the Collaborating Agencies entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

1. FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party’s reasonable control.

1. MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Collaborating Agencies on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by the Collaborating Agencies. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

1. SUBCONTRACTS AND ASSIGNMENT
   1. Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
   2. Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Collaborating Agencies have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert name of AGENCY)*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(signature of Printed Name below)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date