

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

Between

INTERCITY TRANSIT and the STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF CORRECTIONS / OREGON CORRECTIONS ENTERPRISES

This Interlocal Cooperative Purchase Agreement (“Agreement”) is entered into pursuant to Chapter 39.34 RCW (Washington Interlocal Cooperation Act) and applicable Oregon revised statutes by and between **Intercity Transit**, a Washington municipal corporation (“Intercity Transit”), and the **State of Oregon, acting by and through its Department of Corrections / Oregon Corrections Enterprises** (“OCE”).

1. PURPOSE & FRAMEWORK

The purpose of this Agreement is to establish a master interlocal framework authorizing Intercity Transit to procure signage, transit equipment, and related specialty products and services directly from OCE on an ongoing, transactional basis, and for OCE to fabricate and furnish such items to Intercity Transit as ordered.

2. DURATION & EFFECTIVE DATE

This Agreement shall become effective upon execution by both parties and subsequent posting/filing as required by RCW 39.34.040. This Agreement is open-ended and shall remain in full force and effect continuously until terminated by either party as provided in Section 6.

3. TRANSACTIONAL PURCHASES & PRICING

- **Purchase Orders:** Individual transactions under this master Agreement shall be initiated by Intercity Transit through written Purchase Orders (POs) or similar instrument issued to OCE. Each PO shall specify the goods to be fabricated/furnished, quantities, delivery schedules, and agreed-upon pricing.
- **Budget & Volume:** No minimum purchase volume or aggregate maximum expenditure limit is established by this master Agreement. Financial

obligations shall arise solely on a transaction-by-transaction basis through mutually agreed-upon POs issued under this Agreement.

- **Payment Terms:** Intercity Transit shall pay OCE within thirty (30) days of receipt of a detailed invoice following delivery and acceptance of goods for each transaction.

4. ADMINISTRATION & PROPERTY DISPOSITION

- **Administration:** No separate legal or administrative entity is created by this Agreement. This Agreement shall be jointly administered by the General Manager of Intercity Transit (or designee) and the designated representative of OCE.
- **Property Ownership:** Title to and ownership of any property or goods acquired under this Agreement shall vest solely in Intercity Transit upon delivery and final payment.

5. INDEPENDENT CONTRACTOR & INDEMNIFICATION

Each party shall be responsible for its own acts and omissions regarding performance under this Agreement. Neither party assumes liability for the acts or omissions of the other party.

6. TERMINATION

Either party may terminate this master Agreement at any time, with or without cause, by providing **thirty (30) days' written notice** to the other party. In the event of termination:

- Any active Purchase Order issued and accepted prior to the effective date of termination shall remain binding, and Intercity Transit shall pay for all custom-fabricated goods produced or completed pursuant to such POs prior to the termination date.
- No new Purchase Orders may be issued under this Agreement after notice of termination is served.

7. FILING / PUBLICATION

Pursuant to RCW 39.34.040, this Agreement shall be listed by subject on Intercity Transit's public website or filed with the Thurston County Auditor prior to its entry into force.

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

INTERCITY TRANSIT

**STATE OF OREGON, DEPARTMENT
OF CORRECTIONS / OREGON
CORRECTIONS ENTERPRISES**

Signature:

Michael Ds Maverick

Signature:



Name:

Michael Ds Maverick

Name:

Bill Doman

Title:

Procurement & Capital Projects Manager

Title:

General Manager

Date:

9/30/2026 | 3:21 PM PDT

Date:

9/25/26

MMaverick@intercitytransit.com