

TIPS
The Interlocal Purchasing System

INTERLOCAL PARTICIPATION AGREEMENT
OKLAHOMA
Region 8 Education Service Center
Mt. Pleasant, TX 75456

Public Agency and Number	CD #: _____ (To be assigned by TIPS)
State of Oklahoma	§
	§
County of _____	§
Region 8 Education Service Center	
State of Texas	§
	§
County of Titus	§

This Interlocal Agreement (the "Agreement") is entered into by and between the undersigned political subdivision of the State of Oklahoma (the "Cooperative Member"), pursuant to the Oklahoma Interlocal Cooperation Act (the "Act"), Okla. Stat. tit. 74, §§ 1001, *et seq.*, and the Region 8 Education Service Center ("ESC 8"), a political subdivision of the State of Texas, pursuant to the Texas Interlocal Cooperation Act. TEX. GOV=T CODE ' ' 791.001 *et seq.*

WITNESSETH:

WHEREAS, Cooperative Members are authorized by the Act to contract or agree with one another and public agencies of other states to exercise and enjoy powers privileges and authority that each party to the agreement is authorized to perform individually, such as the purchase of goods and services; and

WHEREAS, this Agreement was presented and considered at a lawfully called meeting of the Cooperative Member's governing board; and

WHEREAS, the Cooperative Member has determined that it is in its best interest to enter into the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the undersigned Cooperative Member and ESC 8 hereby promise and agree as follows:

TERMS AND CONDITIONS

- 1. ESC 8 and TIPS.** ESC 8 is located in Mt. Pleasant, Titus County, Texas. ESC 8 is governed by a board of directors composed of seven members and employs an executive director who serves as the chief executive officer of the service center. The executive director employs personnel as necessary to carry out the functions of the service center. TEX. EDUC. CODE § 8.003. The Interlocal Purchasing System ("TIPS"), a purchasing cooperative operated by ESC 8, is one branch of the service center that assists public agencies in Texas, Arkansas, Missouri and Oklahoma to receive the best possible pricing on products and services by bidding various products for public agencies in these States.

- 2. Statutory Authority.** The Oklahoma Interlocal Cooperation Act ("OICA") governs the power of political subdivisions in Oklahoma to cooperate or contract with other governmental units. See OKLA. ST. ANN. tit. 74 §1001, *et seq.* OICA specifically permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, and political subdivisions of another state. OKLA. ST. ANN. tit. 74 §§1001, 1003.

Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE §8.001, *et seq.* The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to contract with one another and with local governments of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq.*

The Organization of Rural Oklahoma Schools (OROS) has determined that participation in TIPS satisfies all purchasing requirements of Oklahoma public agencies. This Agreement between the undersigned Oklahoma public agency and ESC8 provides the legal process for participation in TIPS.

3. Governance of TIPS. The parties, or TIPS, will hire an administrator who will represent both ESC 8 and cooperative members in the governance and joint administration of TIPS.

4. Term of Agreement; Termination. This Agreement is effective as of the TIPS Membership activation date written on page 5, for an initial term of one (1) year from the activation date. The Agreement shall be automatically renewed for successive calendar years unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the term. This Agreement may be terminated immediately, for convenience, and without cause by either party upon sixty (60) days prior written notice. The Agreement may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach. Upon termination of the Agreement, there shall be no property of which to dispose.

5. Services Performed. ESC8, by this Agreement, agrees to provide cooperative purchasing services to the above-named public agency through TIPS, its administrative entity. TIPS's purpose is to obtain substantial savings for participating public agencies through volume purchasing.

6. Financing of the Agreement. The cooperative undertaking in this Agreement shall be financed by requiring vendors to pay a 2% commission based upon the total volume of goods sold and provided by said participating vendor. No costs shall be incurred by Cooperative Members.

7. Role of TIPS.

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendor selection process.
5. Provide members with procedures for ordering, delivery, and billing.

8. Role of the Cooperative Member.

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the Cooperative Member.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

8. General Provisions. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue for any disputes arising from the Agreement shall be in the county in which the administrative offices of ESC8 are located, which is Titus County, Texas. Notwithstanding the foregoing governing law of Texas, nothing herein shall allow the Cooperative Member or its participation in the Cooperative's purchasing program (known as TIPS) to avoid compliance with or to violate the state law of Oklahoma.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation, with each party bearing their own costs and fees.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Oklahoma Public Agency Purchasing Contacts:

Primary Contact: _____	Technology Contact: _____
Title: _____	Title: _____
Mailing Address: _____ _____	Mailing Address: _____ _____
Telephone: () _____ - _____	Telephone: () _____ - _____
Fax Number: () _____ - _____	Fax Number: () _____ - _____
e-mail address: _____	e-mail address: _____

Instructions:

Mail two (2) original *Interlocal Agreements* and one (1) Board Resolution, signed by Oklahoma Public Agency Designee to:

The Interlocal Purchasing System (TIPS)
C/O Region 8 Education Service Center
P.O. Box 1894
Mt. Pleasant, Texas 75456

APPROVAL PROCESS:

Upon mailing the Interlocal Agreement and Board Resolution to TIPS the following process will be followed:

- District Membership Application will be logged in at TIPS Office
- Region 8 ESC Authorizing Signature will be obtained.
- Documents will be mailed to Oklahoma Attorney General for approval.
- Documents will be received from Attorney General and mailed back to district.
- District will be responsible for filing documents with the County Clerk’s Office.
- District will be responsible for filing documents with Oklahoma Secretary of State.
- District will fax or mail a copy of documents to TIPS after all signatures and filings have been completed.
- TIPS will Authorize Membership Activation and mail Vendor Directory and Welcome Packet to District.

If any additional information is needed please contact TIPS at **(866) 839-8477**.

AUTHORIZATION

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable Open Meetings laws. In addition these documents will be approved by the Oklahoma Attorney General’s Office; Filed at the County Clerk’s Office and Filed with the Oklahoma Secretary of State. Upon completion of all these this district will be a TIPS Member.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

APPROVAL SIGNATURES:
(Blue Ink Required)

PUBLIC AGENCY NAME and NUMBER:

REGION 8 EDUCATION SERVICE CENTER

By: _____

By: _____

Printed Name: _____

Harvey B. Hohenberger, Jr.

Title: _____

Executive Director

Date: _____

Date: _____

OKLAHOMA ATTORNEY GENERAL APPROVAL

Letter of Approval is attached to this document and dated _____.

Filed with County Clerk's Office

(Seal if required)

By: _____

Printed Name

Title

Filing Date: _____

Filed with Oklahoma Secretary of State

(Seal if required)

By: _____

Printed Name

Title

Filing Date: _____

TIPS MEMBERSHIP ACTIVATION DATE: _____