

# INTERLOCAL COOPERATION AGREEMENT

## Public Agency

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the **Dawson Education Cooperative** (ADEC@) and the \_\_\_\_\_,  
(Named Public Agency)

(collectively, the Parties@) pursuant to the Arkansas Interlocal Cooperation Act. ARK. CODE ANN. ' 25-20-101 *et seq.*

### RECITALS

**WHEREAS** DEC is a political subdivision of Arkansas. ARK. CODE. ANN. ' 06-13-1002(a); and

**WHEREAS** DEC has a legislative mandate to assist Education Entities or Higher Ed Divisions in using resources more effectively through cooperative purchasing. ARK. CODE. ANN. ' 06-13-1002(b)(2);

**WHEREAS** [Public Agency] is a political subdivision of Arkansas. ARK. CODE. ANN. ' 06-13-101 *et seq.*

**WHEREAS** the Arkansas Interlocal Cooperation Act authorizes public agencies to enter into agreements for joint cooperative action with other public agencies in order to exercise any governmental powers, privileges or authority that both agencies have in common. ARK. CODE. ANN. ' 25-20-101 *et seq.*;

**NOW THEREFORE**, the Parties **HEREBY** agree as follows:

#### **I. Duration**

This Agreement is effective beginning \_\_\_\_\_ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal.

#### **II. Purpose**

The purpose of this Agreement shall be to provide cooperative purchasing services to [above listed Public Agency] through a program known as the Texas Arkansas Purchasing System (ATAPS@) Program.

The purpose of the TAPS Program shall be to obtain substantial savings for participating education cooperatives, public schools and other public agencies through volume purchasing. TAPS objective shall be to provide participating education service centers and cooperatives and their school districts and other public agencies opportunities for greater efficiency and economy

in acquiring goods and services. Specifically, TAPS shall:

- X Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- X Provide competitive price solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by individual entities.
- X Provide quick and efficient delivery of goods and services by contracting with high performance vendors.
- X Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- X Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- X Assist entities in maintaining the essential controls for budget and accounting purposes.

### **III. Financing**

This cooperative undertaking shall be financed by charging vendors a commission based upon the total volume of goods provided by said participating vendor. No costs shall be incurred by DEC or its member public agencies.

### **IV. Termination**

This Agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime 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.

### **V. Obligations of the Parties**

DEC shall:

1. Coordinate with TAPS in order to provide for the administration of the program for DEC member districts.
2. Provide member with procedures for ordering, delivery, and billing.

[Member] shall:

1. Commit to participate in the program by an authorized signature in the appropriate space below
2. Designate a contact person for the cooperative.
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 member entity.
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.

## **VI. 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 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

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.

All notices required by this Agreement shall be sent to the addresses listed below.

## **VII. Authorization**

DEC has entered into this Agreement to provide cooperative purchasing opportunities to its members.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws.

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

**MEMBER INFORMATION**

\_\_\_\_\_  
Member Purchasing Contact Name

\_\_\_\_\_  
Member Purchasing Technology Contact Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Purchasing Contact's Telephone Number

\_\_\_\_\_  
Technology Contact's Telephone No.

\_\_\_\_\_  
Purchasing Contact's Fax Number

\_\_\_\_\_  
Technology Contact's Fax Number

\_\_\_\_\_  
Purchasing Contact's Email Address

\_\_\_\_\_  
Technology Contact's Email Address

**AUTHORIZATION**

**Public Agency**

**Dawson Education Cooperative**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Becky Jester

Title: \_\_\_\_\_

Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INSTRUCTIONS**

Please mail two signed original Interlocal Agreements to the Dawson Education Cooperative, Attn: Becky Jester, Executive Director, Dawson Education Cooperative, 711 Clinton Street, Suite 201, Arkadelphia, AR 71923. Upon execution, a signed original will be returned to the Purchasing Contact listed above with a TAPS Welcome Letter and Awarded Vendor Directory with purchasing instructions.