

INTERLOCAL AGREEMENT
Region 8 Education Service Center
INDIANA GOVERNMENT AGENCY
(School, College, University, State, City or County Office)

INDIANA GOVERNMENT ENTITY

and

Region 8 Education Service Center

Pittsburg, Texas

Control Number (TIPS will Assign)

225 - 950

Region 8 TX County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations.

Government Authority:

Authority for such services in INDIANA is granted under INDIANA Government Code §§ 36-1-7-2 *et seq* as amended. These competitively bid cooperative purchasing services are extended to all INDIANA State, City and County Government Agencies.

Indiana law provides that a power that may be exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised by one or more entities on behalf of others or jointly by the entities. IND. CODE § 36-1-7-2. The interlocal cooperation provisions of Indiana law apply to political subdivision of other states. *Id* at § 36-1-7-1 (6) A Texas regional service center is a political subdivision of Texas. TEX. EDUC. CODE § 8.001, *et seq*. Therefore, an Indiana political subdivision may contract with the Region 8 Service Center to participate in the TIPS program. Indiana law further provides that a governmental entity may make a purchase from any other governmental entity or under another governmental entities written contract if there is compliance with Indiana law by the original purchasing unit. *Id* at § 36-1-7-12. Therefore, any contract procured by the TIPS program must comply with Indiana purchasing laws.

Finally, the interlocal contract permitting units of Indiana government to participate in the TIPS program must be approved by the Indiana Attorney General. *Id* at § 36-1-7-4 (b). The Attorney General shall approve the agreement within 60 days unless the Attorney General finds that it does not comply with Indiana law. *Id*.

Vision:

TIPS will become the premier purchasing cooperative in North America through developing partnerships with quality vendors, school districts, universities, colleges, all governmental entities, and government and private industry.

Mission:

Our mission is to provide a proven purchasing process through quality customer service including timely response, legal support and effective recruitment by providing sufficient resources to include personnel.

Purpose:

The purpose of the TIPS program shall be to continue providing substantial savings and best value for participating educational entities or government agencies through cooperative purchasing.

Effective:

This Interlocal Agreement (hereinafter referred to as the "Agreement") is effective _____ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this *Agreement*, agrees to provide competitively bid cooperative purchasing services to the above-named government entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

Role of the TIPS Purchasing Cooperative:

1. Provide organizational and administrative structure of the TIPS Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the TIPS Program.
3. Provide marketing of the TIPS program to expand membership, awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide TIPS training to members and vendors upon request.

Role of the Government Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.
7. Report any vendor issues that may arise to the TIPS Cooperative Coordinator.

General Provisions:

Both 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 laws of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

It is the responsibility of the Entity purchasing from TIPS to ensure that the respective State purchasing laws are being followed.

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

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.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide competitively bid cooperative purchasing opportunities to entities as outlined above.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective STATE Open Meetings Act, for Texas it was Government Code Ch. 551.

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

Notice shall be provided to TIPS at: TIPS/ ESC Region 8, 4845 US Hwy 271 North, Pittsburg, TX 75686. Phone is 866-839-8477

Membership Government Entity-

Region 8 Education Service Center

By: _____

By: _____

Title: _____

Authorized Signature Title:
Executive Director Region 8 ESC

Authorized Signature

Date: _____

Date: _____

Government Entity Contact Information

Primary Purchasing Person's Name

Primary Person's Email Address

Street Address

City, State

Zip

Technology Coordinator's Name

Telephone Number

Technology Coordinator's Email Address

Fax Number