

AN INTERLOCAL AGREEMENT
Between Region 8 Education Service Center and a
SOUTH DAKOTA PURCHASING AGENCY
(County, Municipality, Township, School District, or Other Political Subdivision)

SOUTH DAKOTA PUBLIC ENTITY NAME

_____ - _____

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
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. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

Government Authority

South Dakota Codified Law § 5-18A-37 provides that any purchasing agency may enter into agreements with purchasing agents in this or any other state or the United States government under which any of the parties may agree to participate in, administer, sponsor, or conduct purchasing transactions under a joint agreement or contract for the purchase of supplies or contractual services. A purchasing agency may cooperate with purchasing agencies and other interested parties in any other state or the United States government to develop uniform purchasing specifications on a regional or national level to facilitate cooperative interstate purchasing transactions. S.D. Codified Laws § 5-18A-37.

Additionally, South Dakota Codified Law § 5-18A-22(3) provides an exception to the procurement requirements of Chapter 5-18A-Public Agency Procurement, Chapter 5-18B-Procurement of Public Improvements, Chapter 5-18C Procurement by Local Governments, and 5-18D Procurement by State Agencies. The provisions of the foregoing chapters do not apply to any purchase of supplies or services, other than professional services, by purchasing agencies from any active contract that has been awarded by any government entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months.

Effective

This Interlocal Agreement (hereinafter referred to as the “*Agreement*”) is effective _____
And shall be automatically renewed 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 any time 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 cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (“TIPS”) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating Counties, Municipalities, Townships, School Districts, or Other Political Subdivisions through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative

- Provide organizational and administrative structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing order through the TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Purchasing Agency

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-us.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

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 shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

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 legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Pursuant to S.D. Codified Law § 5-18A-6, the purchasing agency has determined that the use of competitive sealed bids is either not practicable or not advantageous for the purposes of TIPS contracts and piggybacking members throughout the nation.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

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. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. 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. 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 electronic means 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 cooperative purchasing opportunities to public agencies.

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

Member Entity-

**Purchasing Cooperative Lead Agency
Region 8 Education Service Center**

Entity Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Dr. David Fitts
Title: Executive Director Region 8 ESC

Date

Date

Public Entity Contact Information

Primary Purchasing Person Name

Fax Number

Street Address

Primary Person Email Address

City, State, Zip

Secondary Person Email Address