

**INTERLOCAL AGREEMENT**  
**Region VIII Education Service Center**  
**WASHINGTON PUBLIC AGENCY**  
**(School, College, University, State, City or County Office)**

PASCO School District #1  
WASHINGTON  
EDUCATIONAL OR GOVERNMENT ENTITY

WA 991-9653  
Control Number (TIPS will Assign)  
Schools enter County-District Number

and

Region VIII Education Service Center  
Pittsburg, Texas

225 - 950  
Region 8 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 WASHINGTON is granted under WASHINGTON Revised Code § 39.34 *et seq* as amended. These competitively bid cooperative purchasing services are extended to all WASHINGTON State, City and County Government Agencies.

Interlocal contracts in Washington are authorized by the Washington Interlocal Cooperation Act ("WICA") WASH. REV. CODE § 39.34, *et seq*. WICA provides that any power, privileges or authority exercised by a public agency of Washington may be exercised jointly with any other Washington public agency or with any public agency of any other state. WASH. REV. CODE §39.30 (1) "Public Agency" means "any agency, political subdivision, or unit of local government of this state, and any political subdivision of another state." WASH. REV. CODE § 39.34.050 (1). Pursuant to the TICA, a Texas regional education service center is considered an agency of the state of Texas as created by the Texas Legislature and controlled by the Texas Education Code; thus, a Texas regional education service center would be considered a public agency for the purposes of WICA. See TEX.GOV'T CODE § 791.003 (5).

The construction projects have additional requirements. See Powell & Leon letter of May 19, 2009.

**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 public 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 public agencies through cooperative purchasing.

**Effective:**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is effective May 2, 2016 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 VIII Education Service Center, by this *Agreement*, agrees to provide competitively bid cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

**Property Co-ownership:**

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

**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.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

**Role of the Education or Government Entity:**

1. Commit to participate in the TIPS Program.
2. Designate a Primary and Technology Contact for the entity to be responsible for promoting TIPS within the organization.
3. Commit to purchase products and services from TIPS Vendor Awarded Contracts when in the best interest of the entity. **PURCHASE ORDER MUST ALWAYS BE MARKED TIPS and EMAILED to TIPSPO@TIPS-USA.COM for processing.**
4. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
5. Pay Awarded Vendors in a timely manner for all goods and services received.
6. Report any vendor issues that may arise to the TIPS Cooperative Coordinator.
7. This Agreement does not contemplate establishment of a separate legal entity to perform the cooperative purchasing services. Accordingly, the manner of financing any goods or services purchased pursuant to this agreement shall be through budgeted funds or other available funds.

**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 VIII are located which is Camp County, Texas.

It is the responsibility of the Entity purchasing from TIPS to insure 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 VIII 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.

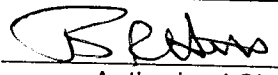
This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective STATE Open Meetings Act, for Texas it was Government Code Ch. 551.

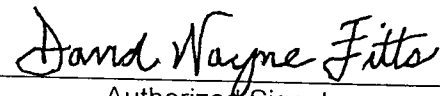
The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Membership Entity-**

**Region 8 Education Service Center**

PASCO School District #1

By:   
Authorized Signature

By:   
Authorized Signature

Title: Thomas Hitt, Manager of Capital & Enrollment

Title: Executive Director Region VIII ESC

5/2/16  
Date

5/2/16  
Date

**Public Entity Contact Information**

Thomas Hitt  
Primary Purchasing Person's Name

thitt@psd1.org  
Primary Person's Email Address

1215 W Lewis St,  
Mailing Address

509-543-6726  
Telephone Number

PASCO, WA 99301  
City, State Zip

509-543-6707  
Fax Number

Marvin Moore  
Secondary Contact's Name

Mmoore@psd1.org  
Secondary Contact's Email Address

**Instructions:**

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona do require all entities to have an Interlocal Agreement. Email completed Interlocal Agreement to tips@tips-usa.com.

## **TIPS Membership Agreement**

For use when an Interlocal governmental agreement is not required by statute to be approved by the governing bodies of the entities. (NOT VALID IN TEXAS FOR GOVERNMENTAL ENTITIES)

### **Purpose:**

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases through TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

### **Disclaimer:**

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non-performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

### **Term:**

This Agreement (hereinafter the "Agreement") shall be effectively immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

### **The Interlocal Purchasing System Program (TIPS) agrees to:**

- 1) Provide for the organizational and administrative structure of the program.
- 2) Provide staff necessary for efficient operation of the program.
- 3) Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
- 4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
- 5) Provide members with procedures for ordering, delivery and billing.
- 6) Maintain filing system for all bidding procedure requirements.
- 7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

### **The TIPS Member Entity agrees to:**

- 1) Commitment to participate in the program by an authorized signature on membership forms.

- 2) Designation of primary contact and technology contact for entity.
- 3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
- 4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.
- 5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
- 6) Pay awarded vendors in a timely manner for all goods and services received.
- 7) Follow the terms and conditions of the awarded contracts.
- 8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

#### **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.

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, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

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.

#### **Choice of Law and Venue:**

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to

convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

**Remedies:**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp, County, TX or a site agreed in writing by the parties.

Camp

**Alternative Dispute Resolution:**

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp, County, TX agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

**Authority:**

I affirm that by submitting this agreement to TIPS, that I am an authorized signatory to act for and bind the entity I am registering at this time.

Member Agency: Pasco School District

Change of Venue: NA (Camp County , TX)

Authorizing Agent: Thomas Hitt  
**Thomas Hitt**

Membership Date: 05/02/2016

Lead Agency: Region 8 Education Service Center

Authorized Signature: **Dr. David Fitts**

Title: Executive Director