

INTERLOCAL COOPERATION AGREEMENT

Education Service Center, Region 20 (its' PACE Purchasing Cooperative)
WASHINGTON PUBLIC AGENCY
(School, College, University, Non-Profit, State City or County Office)

City of Richland

WASHINGTON

Number EDUCATIONAL OR GOVERNMENT ENTITY

Schools enter Count-District
if applicable

and

Education Service Center, Region 20 (its' PACE Purchasing Coop) 015 - 950

San Antonio, Texas

Region 20 County-District Number

The Texas Education Code §8.002 permits Regional Education Service Center, 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.

Interlocal contracts are authorized by the Texas Interlocal Cooperation Act (TICA) TEX.GOV'T CODE §791.001, et seq. TICA provides statutory authority for local governments, such as school districts and educational service centers, to contract or agree with another local government to perform governmental functions and services that each party to the contract is authorized to perform individually. TEX. GOV'T CODE §791.001, et seq. TICA specifically authorizes agreements to purchase goods and any services reasonably required for the installation, operation or maintenance of the goods. TEX. GOV'T CODE §791.025. An interlocal contract must be authorized by the governing body of each party; state the purposes, terms, rights and duties of the parties; and specify that each party paying for the performance of the governmental functions and services must make those payments from current revenues available to the paying party. TEX.GOV'T CODE §791.011(d).

Government Authority:

WASH. REV. CODE ANN. §39.34.020. Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

(2) “State” means a state of the United States.

(3) “Watershed management partnership” means an interlocal cooperation agreement formed under the authority of RCW 39.34.200.

(4) “WRIA” has the definition in RCW 90.82.020.

WASH. REV. CODE ANN. §39.34.030 Joint powers — Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies — Financing of joint projects.

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter: PROVIDED, That any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the states web portal to the notice.

Effective:

This Interlocal Agreement (hereinafter referred to as the “*Agreement*”) is effective November 18, 2015 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 sixty (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:

Education Service Center, Region 20 by this *Agreement*, agrees to provide competitively bid cooperative purchasing services to the above-named public entity through a program known as PACE Purchasing Cooperative.

Role of the PACE Purchasing Cooperative:

1. Provide organizational and administrative structure of PACE.
2. Provide Administrative and Support Staff necessary for efficient operation of PACE.
3. Provide marketing of the PACE 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.

Role of the Education or Government Entity:

1. Commit to participate in PACE.
2. Designate a Primary Contact for the entity to be responsible for promoting PACE within the organization.
3. Commit to purchase products and services from PACE Vendor Awarded Contracts when in the best interest of the entity.
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 PACE Cooperative Contact.

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 Education Service Center, Region 20 are located which is Bexar County, Texas.

It is the responsibility of the Entity purchasing from PACE Purchasing Cooperative awarded vendors 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 reminder 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 the 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:

Education Service Center, Region 20 and PACE Purchasing Cooperative have entered into an Agreement to provide competitively bid cooperative purchasing opportunities to entities as outlined above.

The 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.

Executed online by the City of Richland on November 18, 2015

THE
PURCHASING ASSOCIATION OF
COOPERATIVE ENTITIES (PACE)

Acknowledges

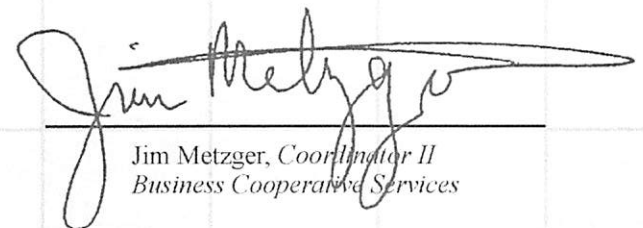
City of Richland

as a

VALUED MEMBER

www.pacecoop.org

PACE


Jim Metzger, Coordinator II
Business Cooperative Services