

INTERLOCAL AGREEMENT**Region VIII Education Service Center**

WASHINGTON PUBLIC AGENCY

Washington State University____ Agency Number
(Assigned by TIPS)**Region VIII Education Service Center**225-950
County-District Number

The Region VIII Education Service Center is a political subdivision of Texas. TEX. EDUC. CODE §8.001 *et seq.* Texas Education Code §8.002(a) permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for such services is granted under sections 791.001 to 791.029 of the Local Government Code; V.T.C.A. as amended ("TICA"). TICA also expressly states that a party to an interlocal contract may contract with a similar agency of another state. TEX. GOV'T CODE §791.011(b)(2).

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 § 39.34.030 (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). WICA also provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of WICA. WASH. REV. CODE § 39.34.030 (2). A Texas regional service center is a political subdivision of the State of Texas. TEX. EDUC. CODE § 8.001, *et seq.* Therefore, a Washington school district or other public agency has statutory authority to participate in an interstate cooperative procurement administered by a Texas Regional Education Service Center.

mlh This Interlocal Agreement ^{annually} (hereinafter the "Agreement") is effective March 15, 2011 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 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 cooperative purchasing services to the above-named public schools or institution of higher learning through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and institutions of higher learning through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.

4. Initiate and implement activities related to the bidding and vendors selection process in accordance with Texas and Washington law.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Public Agency:

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.

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.

It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.

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 VIII are located which is Titus County, Texas, the State of Washington.~~

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.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

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.

Washington State University

By:

Danette Kriehn

Danette Kriehn

Contracts Manager

Date:

3/15/11

Region VIII Education Service Center

By:

Harvey B. Hohenberger, Jr.

Mr. Harvey B. Hohenberger, Jr.,

Executive Director Region VIII ESC

Date:

3-16-11

Contact Person for Washington State University

Eric M. Rogers, Director, Purchasing Services
 PO Box 641020
 Pullman, WA 991641020
 Phone: 509-335-3541
 Fax: 509-335-7765
 Email: emrogers@wsu.edu

Technology Contact Person for Washington State University

Patty Gropp, Assoc. Director, Purchasing Services
 PO Box 641020
 Pullman, WA 991641020
 Phone: 509-335-3582
 Fax: 509-335-7765
 Email: gropp@wsu.edu

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

RESOLUTION

WASHINGTON STATE UNIVERSITY TO THE REGION VIII EDUCATION SERVICE CENTER

WHEREAS, Washington State University, Pullman, Washington, pursuant to the authority granted by WASH. REV. CODE § 39.34, *et seq.*, desires to participate in the described purchasing program offered by the Region VIII Education Service Center, and in the opinion that by participating in this program, will be highly beneficial to the taxpayers through the anticipated savings to be realized, now therefore, be it

RESOLVED that the Washington State University request a stated need for participation in:

The Interlocal Purchasing System (TIPS)

whereby Danette Kriehn, Contracts Manager, is authorized to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of Washington State University.

I certify that the foregoing is a true and correct original Resolution duly adopted by the Washington State University and is filed on record at the TIPS office.

In witness thereof, I have hereunto set my hand and affixed my official seal this 15th day of March, 2011.

By:

Danette Kriehn
(Authorizing Signature)

Board of Regents approval not required for interlocal agreements

Danette Kriehn, Contracts Manager, Washington State University
(Printed Authorizing Name) (Title)

This legal document will remain current on file until either party severs the agreement.



Office of the President

February 1, 2011

Ms. Danette Kriehn, Contracts Manager
Washington State University
P.O. Box 641045
Pullman, WA 99164-1045

Dear Ms. Kriehn:

Pursuant to RCW 28B.10.528, and the authority conferred by the WSU Board of Regents, I designate you to act on behalf of the Board of Regents in the administration and execution of contracts and agreements for the University as follows:

- (a) Contracts relating to the general business and financial affairs of WSU, including, but not limited to, purchase orders, revenue contracts, interagency agreements, and all other written instruments relating to the procurement or disposal of goods, supplies, materials, licenses, and other personal property or services where the total costs or revenues to the University are estimated to be \$500,000 or less;
- (b) Agreements regarding real property acquisition and disposal, leases, rental agreements, facilities management agreements, easements permits, licenses, and other written instruments relating to acquisition of or granting of interests in real property where the value of the property to be disposed of or obligated in such manner is \$100,000 or less;
- (d) The execution of contracts up to \$100,000 for personal or professional services to or by the University;
- (c) Placement/affiliation/internship agreements by the University.

Accordingly, I therefore delegate signature authority to you in connection with all such contracts, agreements, amendments, addenda and other related contract documents. This delegation of authority is in effect as long as you hold the responsibilities associated with the Contracts Manager at Business and Finance, or until revoked by me.

I know you will use sound judgment in the execution of these responsibilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Elson S. Floyd".

Elson S. Floyd, Ph.D.
President

cc: Attorney General's Office
Business and Finance
Purchasing Services

PULLMAN • SPOKANE • TRI-CITIES • VANCOUVER

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