

# INTERLOCAL COOPERATION AGREEMENT

Education Service Center, Region 20 (its' PACE Purchasing Cooperative)

MICHIGAN PUBLIC AGENCY

(School, College, University, State City or County Office)

\_\_\_\_\_  
MICHIGAN  
EDUCATIONAL OR GOVERNMENT ENTITY

\_\_\_\_\_-\_\_\_\_\_  
Schools enter Count-District Number  
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:

## **MICH. COMP. LAWS ANN. §124.502. Definitions**

Sec. 2. As used in this act:

- (a) "Interlocal agreement" means an agreement entered into under this act.
- (b) "Local governmental unit" means a county, city, village, township, or charter township.
- (c) "Province" means a province of Canada.

(d) "Property" means any real or personal property, as described in section 34c of the general property tax act, 1893 PA 206, MCL 211.34c.

(e) "Public agency" means a political subdivision of this state or of another state of the United States or of Canada, including, but not limited to, a state government; a county, city, village, township, charter township, *school district*, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other states of the United States and of Canada. As used in this subdivision, agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within this state, except that this act or any intergovernmental agreement entered into under this act shall not authorize the approval of a class III gaming compact negotiated under the Indian gaming regulatory act, Public Law 100-497, 102 Stat. 2467. 1

(f) "State" means a state of the United States.

**MICH. COMP. LAWS ANN. §124.504 Joint exercise of powers.**

Sec. 4.

A public agency of this state may exercise jointly with any other public agency of this state, with a public agency of any other state of the United States, with a public agency of Canada, or with any public agency of the United States government any power, privilege, or authority that the agencies share in common and that each might exercise separately.

**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 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 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 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.

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

## INTERLOCAL COOPERATION AGREEMENT

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to [jim.metzger@esc20.net](mailto:jim.metzger@esc20.net)):

Education Service Center, Region 20  
Attn: PACE Coop  
1314 Hines Ave  
San Antonio, TX 78208.

### Public Entity

### Education Service Center, Region 20

BY:

BY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchasing Coordinator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Jim Metzger

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title of Contact Person

\_\_\_\_\_  
Purchasing Coordinator

\_\_\_\_\_  
Title of Contact Person

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
210-370-5204

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
210-370-5776

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Phone/Fax Number

\_\_\_\_\_  
[jim.metzger@esc20.net](mailto:jim.metzger@esc20.net)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address