



August 12, 2015

Mr. Kurt Patterson
Central Purchasing Coordinator
City of Arlington
238 N. Olympic Avenue
Arlington, WA 98223

Dear Mr. Patterson,

Enclosed is a signed Interlocal Agreement between Region 4 Education Service Center/TCPN and City of Arlington.

We look forward to working with you and appreciate your participation in our purchasing cooperative.

If you have any questions, please contact Membership at 713.554.0437 or membership@tcpn.org.

Sincerely,

Robert Zingelmann
Chief Financial Office

/sd

Enclosure

INTERLOCAL AGREEMENT

Region 4 Education Service Center

Contracting Parties

CITY OF ARLINGTON
School District or Public Entity

SNOHOMISH
County-District Number

Region 4 Education Service Center

101 - 950
County-District Number

This agreement is effective 7-1-15 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated 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:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities 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.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated 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. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

General Provisions

1. The parties agree to comply fully with all applicable federal statutes, 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.
2. 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.
3. 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 Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions 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.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. 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 this agreement being executed or the performance of the functions and obligations describe herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.
10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

School District or Public Entity

Region 4 Education Service Center

By *Barbara Tolbert*
Authorized Signature

By *Robert Zingelmann*
Authorized Signature

MAYOR
Title

Region 4 ESC Chief Financial Officer
Title

7/21/2015
Date

8-12-15
Date

KURT PATTERSON
Contact Person

713-744-6835
Telephone Number

CENTRAL PURCHASING COORDINATOR
Title of Contact

robert.zingelmann@esc4.net
Email Address

238 N. OLYMPIC AVENUE
Street Address

ARLINGTON, WA 98223
City, State Zip

360-403-3454
Contact's Telephone Number

K.PATTERSON@ARLINGTONWA.GOV
E-mail Address

RESOLUTION NO. 2015-008

A RESOLUTION OF THE CITY OF ARLINGTON APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE REGION 4 EDUCATION SERVICE CENTER, LEAD AGENCY FOR THE COOPERATIVE PURCHASING NETWORK ("TCPN") PROVIDING FOR COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CENTRAL PURCHASING COORDINATOR AS OFFICIAL REPRESENTATIVE OF THE CITY OF ARLINGTON RELATING TO THE PROGRAM

WHEREAS, the City Council of the City of Arlington ("City") has been presented a proposed Interlocal agreement by and between the Region 4 Education Service Center, lead agency for The Cooperative Purchasing Network (TCPN), and the City finds said Interlocal to be acceptable and in the best interests of the City and its citizens; and

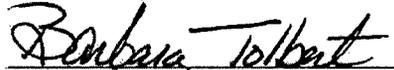
WHEREAS, the City Council of the City of Arlington, WA, pursuant to the authority granted under RCW Chapter 39.34, desires to participate in the described cooperative purchasing program, whose lead agency is Region 4 Education Service Center, and in the opinion of the City participation in the program will be highly beneficial to the taxpayers through the anticipated savings to be realized;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, AS FOLLOWS:

1. The terms and conditions of the Interlocal Agreement have been reviewed by the City Council of the City of Arlington and found to be acceptable and in the best interests of the City and its citizens and is in all respects approved.
2. The Central Purchasing Coordinator of the City, Kurt Patterson, acting under the direction of the City Council, is hereby designated to act for the City of Arlington in all matters relating to The Cooperative Purchasing Network, including the designation of specific contracts in which the City desires to participate.
3. This resolution shall be effective upon its passage and approval.

APPROVED by the Mayor and City Council of the City of Arlington this 20th day of July, 2015.

CITY OF ARLINGTON


Barbara Tolbert, Mayor

ATTEST:


Kristin Banfield, City Clerk

APPROVED AS TO FORM:


Steven J. Peiffle, City Attorney