

THE OKLAHOMA PURCHASING SYSTEM

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (also referred to as “Agreement”) is entered into by and between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools (“APS”) and the member public agencies (“Members”) listed below, pursuant to § 139 of the Oklahoma Public Competitive Bidding Act (“PCBA”), Okla. Stat. tit. 61 § 101, *et seq.*, and the Interlocal Cooperation Act (“the Act”), Okla. Stat. tit. 74, §§ 1001, *et seq.*

MEMBER:

NAME OF AGENCY: _____

BOARD APPROVAL DATE: _____

AGENCY CONTACT: _____

CONTACT TITLE: _____

CONTACT SIGNATURE: _____

APS and Member hereby represent that:

- Both entities are “public agencies,” as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA; OR
- Member is a public agency outside the State of Oklahoma as defined by 74 O.S. § 1003(A)(5);

NOW THEREFORE, APS and Member hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement:

1. The term “public agency” shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries, or a public agency outside the state of Oklahoma;

2. The term “member” shall mean a public agency which has become a party to this Agreement;
3. The term “group” shall mean The Oklahoma Purchasing System;
4. The term “participating agency” shall mean a member or the group;
5. The term “construction-related materials and services” shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

II. STATEMENT OF SERVICES OFFERED

APS, as the lead agency for The Oklahoma Purchasing System (TOPS), with BTOK Marketing, LLC as the buyer’s agent, has established and will administer a cooperative purchasing program for construction-related materials and services, and other cooperative contract offerings. Authority for such services is granted by Okla. Stat. tit. 61, § 139.

III. PURPOSE

The purpose of TOPS is to reduce the costs associated with construction-related materials and services, and other cooperative contract offerings at market price, budget control, and to increase construction quality.

IV. TERM

This Agreement covers the period July 1 to June 30 of each calendar year and is good for life unless either party terminates the agreement.

V. RIGHTS

APS, in cooperation with TOPS and BTOK Marketing, LLC, is granted the right to issue a cooperative bid/proposal for construction-related materials and services, and other cooperative contract offerings reflective of the needs supplied by the Members initiating their construction, and other cooperative contract offerings bid/proposal through TOPS. APS, as the lead agency, is further granted the right to secure product award(s) for specific construction-related materials and services, and other cooperative contract offerings for a period of one year in cooperation with TOPS.

VI. DUTIES/RESPONSIBILITIES

APS, as the lead agency is responsible for the following:

- Offer appropriate and necessary support to encourage positive vendor/contractor relationships.
- Distribute this Agreement to potential and current members for adoption or update by their Board of Education.
- Present all Agreements to the APS Board of Education for approval.

TOPS, and BTOK Marketing, LLC, as the buyer's agent, is responsible for the following:

- Provide for the organizational and administrative structure of the program.
- Provide staff time necessary for efficient operation of the program.
- Receive quantity requests from members and prepare appropriate tally of quantities.
- Initiate and implement activities related to the bidding and vendor/contractor selection process in accordance with Oklahoma law, particularly the PCBA.
- Provide members with procedures for ordering, delivery, and billing.

Members are responsible for the following:

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to David Lassiter, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.

- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

VII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by TOPS shall be vested in TOPS. In the event of termination of TOPS, such property shall belong to the then-members of TOPS in pro-rata shares. Upon partial or complete termination of this Agreement, the majority vote of APS’s Board of Education, as the lead agency, shall be binding in all respects as to the disposition of the property and dissolution of TOPS. The APS Board of Education shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution, and winding up of affairs of TOPS.

VIII. FINANCING

The cooperative undertaking in this Agreement shall be financed by requiring vendors/contractors to pay a commission based upon the total value of services and materials provided by such participating vendor/contractor. **No costs shall be incurred by Cooperative Members.**

IX. ACCEPTANCE

APS and the Members who have approved this Agreement enter into this Agreement for cooperative purchasing of construction-related materials and services, and other cooperative contract offerings from any or all awarded contracts in which it chooses to actively participate.

Member Contact Information:

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Primary Contact Name: _____

Primary Contact Title: _____

Primary Contact Email: _____

Primary Contact Phone: _____

Approved by APS Board of Education:

David Lassiter, Director of TOPS

Date