

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT  
AGENDA ACTION SHEET**

Date: January 10, 2022

Subject: **DISCUSS AND CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN REGION 6  
EDUCATION SERVICE CENTER AND ROBSTOWN ISD**

Administrator Responsible: Vanessa R. Riggs

Position: Chief Financial Officer

A. Purpose of Agenda Item:

Information Only  Action Needed

B. Authority for this Action:

Local Policy \_\_\_\_\_  Law or Rule CH (Local)

C. Strategic Objective, Goal, or Need Addressed:

The objective is to join the Educational Purchasing Interlocal Cooperative at ESC Region 6 (EPIC6).

D. Summary:

School districts are authorized to use purchasing cooperatives by the Texas Education Code, and as a local government entity by the Texas Local Government Code. The Texas Education Code, Section 44.031, authorizes districts to enter into inter-local agreements with other government entities, including purchasing cooperatives that are managed by a government entity, for aggregate purchases of \$50,000 or more, instead of using competitive bidding.

The district has found a vendor on the Region 6 cooperative that can provide the equipment and supplies the district needs for the welding lab. In order to procure equipment from this vendor in compliance with purchasing law, the Board of Trustees needs to approve the attached interlocal agreement with Region 6. The agreement will become effective the day the cooperative receives the signed agreement and will automatically renew each year thereafter until either party decides to terminate the agreement.

There are no fees associated with joining this purchasing cooperative.

E. Alternatives Considered:

F. Comments Received:

G. Administrative Recommendation:

Administration recommends the board approve the interlocal agreement between Region 6 Education Service Center and Robstown ISD.

**INTERLOCAL AGREEMENT**  
**Region 6 Education Service Center (RESC 6)**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

---

TEXAS PUBLIC ENTITY / DISTRICT MEMBER

Region 6 Education Service Center  
3332 Montgomery Road, Huntsville, TX 77340      County-District Number: 236-950

Texas Education Code §8.002 permits regional education service centers, 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 operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective \_\_\_\_\_ 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 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:**

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the Educational Purchasing Interlocal Cooperative (EPIC6).

The purpose of EPIC6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Property Co-ownership:**

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

**Roles of the EPIC6 Purchasing Cooperative:**

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC6.
3. Provide marketing of the EPIC6 to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

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.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

**Role of the Public Entity:**

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC6 Vendors when in the best interest of the entity.
4. Submit a monthly report of purchases and /or copies of Purchase Orders to the EPIC6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC6 and appropriate contract number on you purchase order and/or contracts in which you utilize an EPIC6 contract.

**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.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

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 unless otherwise agreed by the parties in writing at the time of the dispute.

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 electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.

No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

**Authorization:**

Region 6 Education Service Center and EPIC6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551. (If required by the entity.)

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

**Public Member Entity:**

**Purchasing Cooperative Lead Agency:**

\_\_\_\_\_  
**Entity or District Name**

**Region 6 Education Service Center**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: Executive Director Region 6 ESC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Public Entity Contact Information**

---

Primary Purchasing Person Name

---

Street Address

---

City, State

Zip

---

Telephone Number

---

Fax Number

---

Primary Person Email Address

---

Secondary Person Name

---

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the EPIC 6 website and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity.