



FLOYD COUNTY BOARD OF EDUCATION
Dr. Henry L. Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

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FLOYD COUNTY BOARD OF EDUCATION ISSUE PAPER

DATE: February 17, 2017

CONSENT AGENDA ITEM: Consider/Approve Cooperative Purchasing Agreement with the Purchasing Association of Cooperative Entities (PACE).

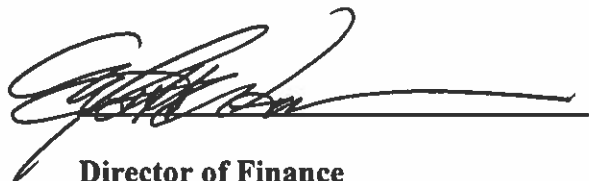
APPLICABLE STATUTE(S), REGULATION(S), BOARD POLICY / PROCEDURE(S):
KRS 45A.295, KRS 45A.300, BOE Policy 01.1.

FISCAL/BUDGETARY IMPACT: Utilizing a national contract should result in significant savings and ensure compliance with procurement laws.


HISTORY/BACKGROUND: The district is continually looking for opportunities to obtain the best prices for goods and services. The PACE cooperative has vendors who provide specific supplies and equipment that other coops do not, i.e. band equipment. Membership in PACE purchasing cooperative: provides government agencies opportunities for greater efficiency and economy in acquiring goods and services; takes advantage of state-of-the-art purchasing procedures to insure the most competitive contracts; provides competitive price solicitation and bulk purchasing for multiple government agencies that yield economic benefits unobtainable by the individual entity; provides quick and efficient delivery of goods and services by contracting with high performance vendors; equalizes purchasing power for smaller agencies that are unable to command the best contracts due to size limitations; maintains credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

STAFF RECOMMENDATION & RATIONALE: Approve as presented

CONTACT PERSON: Matt Wireman, CSFO Director of Finance



Director of Finance



SUPERINTENDENT

INTERLOCAL COOPERATION AGREEMENT

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

KENTUCKY PUBLIC AGENCY

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

FLOYD COUNTY BOARD OF EDUCATION
KENTUCKY
EDUCATIONAL ENTITY

_____-_____
Schools enter Count-District Number

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:

KY. REV. STAT. ANN. §45A.295 Definitions for terms used in KRS 45A.295 to 45A.320

As used in KRS 45A.295 to 45A.320:

(1) "State public purchasing unit" shall mean the Finance and Administration Cabinet and any other purchasing agency of this Commonwealth.

(2) "Local public purchasing unit" shall mean any county, city, governmental entity and other subdivision of the Commonwealth or public agency thereof, public authority, public educational, health, or other institution, any other entity which expends public funds for the acquisition or

leasing of supplies, services, and construction, and any nonprofit corporation operating a charitable hospital.

(3) "Public purchasing unit" shall mean either a local public purchasing unit or a state public purchasing unit.

(4) "Foreign purchasing activity" shall mean any buying organization not located in this Commonwealth which, if located in this Commonwealth, would qualify as a public purchasing unit. An agency of the United States government is a foreign purchasing activity.

(5) "Cooperative purchasing" shall mean purchasing conducted by, or on behalf of, more than one (1) public purchasing unit, or by a public purchasing unit with a foreign purchasing activity.

KY. REV. STAT. ANN. §45A.300 Cooperative purchasing.

(1) Any public purchasing unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the acquisition of any supplies, services, or construction with any other public purchasing unit or foreign purchasing activity, in accordance with an agreement entered into between the participants. This cooperative purchasing may include, but is not limited to, joint contracts between public purchasing units and access by local public purchasing units to open-ended state public purchasing unit contracts.

Effective:

This Interlocal Agreement (hereinafter referred to as the "*Agreement*") is effective February 27, 2017 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):

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

Superintendent

Purchasing Coordinator

Title

Title

2/27/2017

Date

Date

Matt Wireman

Jim Metzger

Contact Person

Contact Person

Finance Officer

Purchasing Coordinator

Title of Contact Person

Title of Contact Person

106 North Front Ave

210-370-5204

Street Address

Phone Number

Prestonsburg, KY 41653

210-370-5776

City, State, Zip

Fax Number

606-886-2354 606-886-8862

jim.metzger@esc20.net

Phone/Fax Number

E-mail Address

Matt.wireman@floyd.kyschools.us

E-mail Address