

**RESOLUTION 15-R-23** to approve The Interlocal Purchasing System (TIPS) as a cooperative purchasing arrangement under the City's Procurement Code.

**WHEREAS**, the City of Murfreesboro has adopted a procurement code, Ordinances 13-O-38 and 14-O-55, adopting the provisions of State law (T.C.A. §12-3-1205) allowing the City to enter into agreements with other governmental entities for the joint exercise of purchasing authority as a means of meeting competitive bidding requirements; and,

**WHEREAS**, The Interlocal Purchasing System (TIPS) is an entity organized by a local governmental entity, a regional education service center under Texas statutes, as a national governmental purchasing cooperative; and

**WHEREAS**, the City wishes to make procurements through TIPS; and

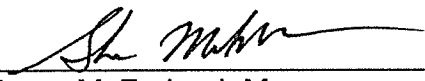
**WHEREAS**, pursuant to T.C.A. §12-3-1205 (b)(2) a municipality may participate in a cooperative purchasing agreement by adopting a resolution accepting the terms of the master agreement and the TIPS master agreement which is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. The City of Murfreesboro hereby adopts the terms of the master agreement for procurement through The Interlocal Purchasing System (TIPS), pursuant to T.C.A. §12-3-1205 (b)(2) and its procurement code.


SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

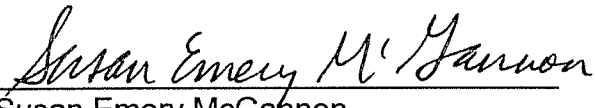
Passed: June 4, 2015

  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Melissa B. Wright  
City Recorder City Attorney

  
Susan Emery McGannon

# INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the **Clinch-Powell Educational Cooperatorative** (ACPEC@) and the \_\_\_\_\_, (collectively, the AParties@) pursuant to the Tennessee Interlocal Cooperation Act. TENN CODE ANN. §12-9-101, *et seq.*

## RECITALS

**WHEREAS** CPEC is a governmental entity of the state of Tennessee. TENN CODE ANN. §12-9-103; and

**WHEREAS** \_\_\_\_\_ is a public agency of Tennessee. TENN CODE ANN. §12-9-103.

**WHEREAS** the Tennessee Interlocal Cooperation Act authorizes public agencies to enter into agreements for joint cooperative action with other public agencies in order to exercise any governmental powers, privileges or authority that both agencies have in common. TENN CODE ANN. §12-9-101, *et seq.*;

**NOW THEREFORE**, the Parties **HEREBY** agree as follows:

### **I. Duration**

This Agreement is effective \_\_\_\_\_ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal.

### **II. Purpose**

The purpose of this Agreement shall be to provide cooperative purchasing services to \_\_\_\_\_ through a program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating education cooperatives, public schools and institutions of higher learning, and government agencies through volume purchasing. TIPS= objective shall be to provide participating education service centers and cooperatives and their school districts and other governmental entities opportunities for greater efficiency and economy in acquiring goods and services.

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EXHIBIT A

Specifically, TIPS shall:

- X Provide competitive awarded vendor contracts by commodity categories for TIPS Members to purchase from.
- X Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- X Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- X Assist entities in maintaining the essential controls for budget and accounting purposes.
- X. Work with TIPS Members in securing quotes and pricing from TIPS Contracted Vendors.
- X. Provide marketing supplies and vendor lists to TIPS Members.
- X. Exhibit at state conferences for public awareness of the cooperative program.

### **III. Financing**

This cooperative undertaking shall be financed by charging vendors a commission based upon the total volume of goods provided by said participating vendor. No costs shall be incurred by CPEC or its entities.

### **IV. Termination**

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 termination and after giving the affected party a thirty (30) day period to cure any breach.

### **V. Obligations of the Parties**

CLEP shall:

1. Coordinate with TIPS to provide the administration of the program for CLEP member districts.

Member Entity shall:

1. Commit to participate in the program 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. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

## **VI. 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 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

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

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facsimile machine and the terms and conditions agreed to are binding upon the Parties.

All notices required by this Agreement shall be sent to the addresses listed below.

**VII. Authorization**

CPEC has entered into this Agreement to provide cooperative purchasing opportunities to its member entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws.

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

**Clinch-Powell Educational Cooperative** \_\_\_\_\_  
P.O. Box 279, Tazewell, TN 37879

By: \_\_\_\_\_

\_\_\_\_\_  
Mike Antrican  
Clinch-Powell Education Cooperative Date

**ENTITY PROFILE INFORMATION**

\_\_\_\_\_  
Primary Purchasing Person Name Secondary Contact Name

\_\_\_\_\_  
Title Title

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

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

\_\_\_\_\_  
Telephone Number Telephone Number

Email: \_\_\_\_\_ Email: \_\_\_\_\_

**INSTRUCTIONS:** Complete the Interlocal Agreement and Board Resolution.  
Mail 2 original sets of documents to: Clinch-Powell Education Cooperative  
Attention: Mike Antrican; P.O. Box 279; Tazewell, TN 37879.

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