



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

Justin C. Cliburn
The Center for Education Law, P.C.
900 N. Broadway, Suite 300
Oklahoma City, Oklahoma 73102

Re: Proposed Interlocal Cooperation Agreement Between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools and Independent School District No. 3 of Marshall County a/k/a Kingston Public Schools-- AG # ICA-22-0024

LETTER OF APPROVAL

The above referenced Agreement has been reviewed by the office of the Oklahoma Attorney General and was found to be in compliance with the provisions of the Interlocal Cooperation Act, 74 O.S. §§ 1001-1008 ("Act"). Therefore, pursuant to Section 1004(F) of the Act, the aforementioned Agreement is hereby officially **APPROVED** as of the date set forth herein below.

Please be further advised that, before the Agreement enters into force, the Agreement, along with a copy of this Letter of Approval, must be filed with the appropriate County Clerk(s) and the Oklahoma Secretary of State.

Signed this 19th day of October, 2022.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Karl F. Kramer", is written over a horizontal line.

Karl F. Kramer
Assistant Attorney General
Karl.Kramer@oag.ok.gov

Enclosure: Submitted Agreement

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 school districts ("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 Member:	<u>Independent School District No. 3 of Marshall County, a/k/a Kingston Public Schools ("KPS")</u>
Superintendent's Name:	<u>Brian Brister</u>

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 school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public school district within the State of Oklahoma, acting under the authority granted to it pursuant to § 139 of the PCBA;

NOW THEREFORE, APS and Member hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement:

1. The term "school district" shall mean any independent, elementary, or technology center district in the State of Oklahoma, or any public charter school, their respective boards of education or boards, and public trusts of which they are beneficiaries;
2. The term "member" shall mean a school district 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;

nb

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 Mabe Enterprises, Inc. as the buyer's agent, has established and will administer a cooperative purchasing program for school construction-related materials and services. 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 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.

V. RIGHTS

APS, in cooperation with TOPS and Mabe Enterprises, Inc., is granted the right to issue a cooperative bid/proposal for construction-related materials and services reflective of the needs supplied by the Members initiating their construction 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 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 Mabe Enterprises, Inc., 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 Jay McAdams, APS Superintendent, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event 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 school district 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 2% 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 from any or all awarded contracts in which it chooses to actively participate.

APPROVED BY APS BOARD OF EDUCATION ON: 11/15/2022

J Adams
Jay McAdams, APS Superintendent

11/15/2022
Date

APPROVED BY KPS BOARD OF EDUCATION ON: NOVEMBER 14, 2022

Brian Brister
Brian Brister, KPS Superintendent

11-14-2022
Date

rb

MEMBER:

Kingston Public School

Name of Member

Brian Brister

Superintendent's Name:

11-14-2022

Date

Brian Brister

Signature

MEMBER CONTACT:

Wesley Burnett

Designated Representative

wburnett@kingstonisd.org

E-mail Address

Business Manager

Title

580-564-9033

Phone Number

rb

OKLAHOMA ATTORNEY GENERAL APPROVAL

Letter of Approval is attached to this document and dated _____.

Filed with County Clerk's Office

(Seal if required)

By: Christie Henry

Christie Henry

Printed Name

County Clerk

Title

Filing Date: 12-28-22



Filed with Oklahoma Secretary of State

(Seal if required)

By: _____

Printed Name

Title

Filing Date: _____

TOPS MEMBERSHIP ACTIVATION DATE: _____