



CENTRAL TEXAS PURCHASING ALLIANCE

**INTERLOCAL AGREEMENT
FOR
CENTRAL TEXAS PURCHASING ALLIANCE**

THIS INTERLOCAL AGREEMENT FOR A CENTRAL TEXAS PURCHASING ALLIANCE (CTPA) ("Master Agreement") by and between the independent school districts named on the attached Exhibit A is executed for the purpose of engaging the districts to share purchasing opportunities for goods and services and to exchange purchasing related services methods and knowledge. Below, "Members" refers the member districts collectively; "Participant" to any entity which may join the CTPA after the execution of this Master Agreement, "Party" to an individual Member or Participant, and "CTPA" or "Parties" to the collective CTPA membership which includes the Member districts, Participants and any other entity authorized to act as a party to this Master Agreement.

WHEREAS, as part of its governmental functions, Members purchase goods and services pursuant to laws and regulations of the State of Texas; and

WHEREAS, Members research and determine opportunities for the purchase of various goods and services to meet its needs; and

WHEREAS, it would be advantageous to the Members and other parties to this interlocal agreement to cooperatively share information, training, research, procedures and opportunities for purchasing goods and services used by all Parties to this agreement; and

WHEREAS, this Master Agreement sets out a method for various entities to cooperate in fulfilling their purchasing needs in order to benefit the citizens served by the entities;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. AUTHORITY

This Master Agreement is entered into by the Members hereto pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with this Act.

2. DUTIES OF THE MEMBERS

2.1. The Members agree to undertake the following:

a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.

b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.

c. Develop and support web-based content related to the CTPA and purchasing related topics which will be made available to Members and Participants.

d. Perform purchasing system audits, provide advice regarding development of purchasing systems, perform or participate in peer performance reviews, extend purchasing assistance and other similar services as may be determined to be beneficial.

e. Pay fees and expenses as incurred pursuant to this Master Agreement.

f. Actively participate in and provide support to meetings and other activities conducted by the CTPA for the purpose of promoting the services and carrying out the functions of the CTPA.

g. Maintain as confidential, subject to the Texas Open Records Act, information supplied by Parties to the CTPA and deemed by the CTPA to be confidential.

3. ADVISORY BOARD OF DIRECTORS

3.1. There shall be created an alliance Board of Directors. The Board of Directors shall be determined pursuant to the bylaws of the CTPA, attached hereto as Exhibit B. At such time as additional participants are added to the Master Agreement, additional board positions shall be filled pursuant to the bylaws.

4. CTPA AUTHORIZED REPRESENTATIVE

4.1. The Executive Director of the CTPA shall act as the Authorized Representative of the CTPA. The Authorized Representative shall have authority as extended by this Master Agreement, to act on the CTPA's behalf and may execute additional agreements and otherwise bind the CTPA within the limits of authority granted by the CTPA Board of Directors.

5. EXPANSION OF MASTER AGREEMENT

5.1. The Members may, at their sole and exclusive discretion, extend this Master Agreement by agreeing to include other participants. Additional Participants to this Master Agreement will only be those parties who may enter into interlocal agreements pursuant to Government Code Section 791. Such new parties shall generally be referred to as "Participants."

5.2. Participants may become a part of this Master Agreement by execution of a separate Interlocal Participation Agreement to be executed by the Authorized Representative of the CTPA and the Participant. The Participant and any additional Participants entering into an Interlocal Participation Agreement agree that the Participant shall be bound by the terms and conditions of the Master Agreement and the Interlocal Participation Agreement executed between the CTPA's Authorized Representative and the Participant.

6. PURCHASING AUTHORITY

6.1. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated government entities.

6.2. The CTPA, in and of itself, shall not have any authority to make purchases of goods and services directly with Vendors or contractually bind its Members or Participants to any third party agreements, except to the extent authorized by the Board of Directors of the CTPA, for the purchase of products and services related to the maintaining databases of information, web hosting or other type administrative support tools required for the operation of the CTPA's business activities.

7. GOVERNING LAW

7.1. This Master Agreement and all actions taken pursuant to this Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the parties hereto shall be in Williamson County, Texas.

8. FEES AND EXPENSES

8.1. Members and other Participants shall pay an annual fee pursuant to the bylaws of the CTPA.

8.2. Initial fee shall be due upon execution of this Master Agreement and annual fees shall be due as of January 30th of each calendar year thereafter.

8.3. With the approval of the CTPA, Special Services may also be offered by one Member district to other Members or Participants that the Members agree, aligns with the scope of the CTPA and benefits the CTPA's Members, but exceeds the normal services provided by the CTPA. The offering Member may charge a fee independent of the annual membership fee in consideration of the Member performing this Special Service. Such fee shall be collected by the performing Member directly and shall not be made part of the fees and expenses accounted for by the CTPA.

9. INITIAL TERM; TERMINATION; AUTOMATIC RENEWAL

9.1. The term of this Agreement shall commence on December 1, 2003 and extend for an initial period ending on December 31, 2004. In the event additional Participants become parties to this Master Agreement, the term for the additional Participants shall commence on the date the additional Participant becomes a Participant and shall end on December 31, 2004. For the membership period beginning January 1, 2012, membership shall be through August 31, 2012. Membership thereafter shall be from September 1 through August 31.

9.2. The Agreement shall automatically extend under the terms and conditions, fees and charges then in effect for successive one (1) year periods from the initial period provided that any Party to this Master Agreement or an Interlocal Participation Agreement may terminate their membership upon written notice to the CTPA's Authorized Representative, thirty (30) days prior to the end of the then current agreement period.

9.3. Upon such notification of termination, the terminating Party shall not be authorized any refund of fees or other charges previously paid to the CTPA.

9.4. The Members shall have the right to terminate the Master Agreement with any Member or any Interlocal Participation Agreement with any Participant during any term for the Party's failure to make payments on time or failure to follow the terms and conditions of this Master Agreement, provided that the CTPA give the Party a fifteen (15) day written notice of the deficiencies and an opportunity to cure them.

9.5. The fees and charges made to the Parties for a subsequent term shall be the same as made during the then current term unless changed by the Board of Directors, as authorized by the bylaws of the CTPA. If such change in fees or charges shall be authorized, all Parties will be notified of such changes at least ninety (90) days prior to an automatic renewal date.

9.6. If, after such notification of a change in fees or charges, Members or Participants do not terminate this Agreement and allows it to automatically renew, charges for the next term shall be the new charges set out by the CTPA in this notification prior to the automatic renewal date, subject to modification as herein set out.

10. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

10.1. This Master Agreement is a privilege for the benefit of the Members or other CTPA governmental entity Participants and may not be assigned in whole or in part by the Party to any

other person or entity unless the CTPA through its Authorized Representative enters into a new written agreement with that person or entity. The Members reserve the right to assign this Master Agreement or subcontract any of its obligations hereunder. This Master Agreement is entered into for the sole benefit of the Parties. Nothing in this Master Agreement shall be construed as conferring any rights, benefits, remedies or claim upon any persons, firm, corporation or other entity.

11. CHARITABLE ACTIVITY RESTRICTIONS

11.1. No part of the net income of the CTPA shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the CTPA shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects of the CTPA.

11.2. No substantial part of the activities of the CTPA shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the CTPA shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

11.3. Notwithstanding any other provision of the Articles, the CTPA shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws, or by an organization contributions to which are to be deductible under Section 170(c)(2) of such code or corresponding provisions of any subsequent federal tax laws.

12. DEFAULT AND REMEDIES

12.1. If any Party fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by the CTPA to the Party, the Party shall be deemed in default under this Master Agreement.

12.2. In the event a Party shall at any time not have in effect a budget which contains funds to pay the charges provided for in this Master Agreement, the Party shall be deemed to have non-appropriated funds on the last effective date of a legally adopted budget containing funds to pay charges provided for hereunder. Upon the expiration of such a budget, the Participant shall have no further liability under this Master Agreement and shall be deemed to be in default as provided in this section of the Master Agreement. All payments, if any, made pursuant to this Master Agreement shall be made from current revenues available to the paying Party.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

13.1. All Parties to the Master Agreement acknowledge and agree that the Members or the CTPA are not the manufacturers of equipment, and that both the Members and the CTPA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or its function (whether purchased or leased by the Party from a

Member sponsored contract or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose.

14. FORCE MAJEURE

14.1. Except for its own acts, the CTPA or its Members shall not be liable to the Parties or any other person for any loss or damage, regardless of cause. The CTPA or its Members do not assume and shall have no liability under this Master Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of the CTPA or its Members or its Participants, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or unusually severe weather conditions.

15. LIMITATIONS OF LIABILITY

15.1. The Parties agree that except as limited by law the CTPA's sole liability for loss or damage arising out of mistakes, omissions, delays, errors, or defects in the goods or services provided by the CTPA or for losses or damages arising out of the failure of the CTPA shall be limited to a refund of the lesser of the then current annual fee or specific charge for the goods or services paid by the Party.

15.2. The CTPA or its Members shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond the CTPA or its Member's control.

15.3. The liability of CTPA or its Members in connection with the service provided is subject to the foregoing limitations and the CTPA or its Members makes no warranties of any kind, expressed or implied, as to the provision of such service.

15.4. The Parties agree to release, defend, indemnify and hold harmless the CTPA, its Members, and their respective government entity, including their officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this Master Agreement, including without limitation, claims for personal injury or wrongful death to the Party or other users of the equipment, products or services provided by the CTPA or used in conjunction with such equipment, products or services provided by the CTPA and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of the CTPA or its Members.

16. AMENDMENT; WAIVER; SEPARABILITY

16.1. Amendments to or modification of this Master Agreement shall be in writing and signed by the authorized representatives of the Members. Lack of enforcement of any right under this Master Agreement by any Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Master Agreement supersede other agreements, written or

oral, between the Parties regarding the subject of this Master Agreement. Should a court of competent jurisdiction find any part of this Master Agreement invalid or unlawful, the remainder of this Master Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Master Agreement shall be construed in accordance with and governed by the laws of the state of Texas.

16.2. Any notice or demand shall be deemed received on the second business day after deposit in the U.S. mail. Either Party may from time to time designate any other address for this purpose by written notice to the other Party.

17. NO ORAL AGREEMENTS.

17.1. The Parties agree that this Master Agreement and its exhibits along with any authorized Interlocal Participation Agreements contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Master Agreement and any other writings, understandings, oral representations or contracts shall be deemed to be terminated, void and ineffective.

18. INSURANCE

18.1. The CTPA will not provide liability or any other types of insurance directly to its Members or Participants and all Parties shall only be provided insurance coverage to the extent authorized by their own sponsoring governing entity.

19. DISSOLUTION

19.1. Upon the dissolution of the Master Agreement or the winding up of the CTPA affairs, the assets of the CTPA shall be distributed exclusively for charitable or educational purposes or to organizations which are then exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws and to which contributions are then deductible under Section 170(c)(2) of such Code or corresponding provisions of any subsequent federal tax laws. Organizations having purposes similar to those of the CTPA shall be preferred.

20. APPLICABLE LAW.

20.1. Pursuant to Government Code Section 791.012, the laws governing independent school districts shall be the applicable law governing this Master Agreement.

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**Exhibit A
Member List**

MEMBER DISTRICT	REPRESENTATIVE	TITLE
Austin ISD	Doyle Valdez	President, Board of Trustees
Bastrop ISD	Becky Bunte	Deputy Superintendent
Comal ISD	Abel Campos	Assistant Superintendent
Del Valle ISD	Larry Mendoza	Deputy Superintendent
Dripping Springs ISD	Dwane Shropshire	Assistant Superintendent for Business Operations
Eanes ISD	Cindy Hallett	Purchasing Coordinator
Georgetown ISD	David McLaughlin	Assistant Superintendent of Finance
Hays CISD	Annette Folmar	Director of Finance
Leander ISD	Ellen Skoviera	Assistant Superintendent Business and Operations
New Braunfels ISD	Ron Reaves	Superintendent
Pflugerville ISD	Craig Pruett	Coordinator of Purchasing
Round Rock ISD	Mike Jolly	Associate Superintendent & CFO
San Marcos CISD	Cindy Casparis	Purchasing Agent
Schertz-Cibolo-Universal City ISD	Matthew J. Rivera	Director of Purchasing
Waco ISD	Phil Brasher	Director of Purchasing
Wimberley ISD	Randall Rau	Business Manager

**INTERLOCAL AGREEMENT
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**Exhibit B
CTPA Bylaws**

ARTICLE I

The name of the alliance shall be the Central Texas Purchasing Alliance.

ARTICLE II – ORGANIZATIONAL AUTHORITY

The Central Texas Purchasing Alliance (hereto know as the “Alliance”) shall be a voluntary, organization formed under the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code and the Master Interlocal Agreement executed by all Members of the Alliance shall prevail.

ARTICLE III – PURPOSE

The purpose of the Alliance shall be:

1. To promote the professionalism, effectiveness and efficiencies of the purchasing departments within the member organizations.
2. To provide education to alliance members through regular meetings, networking, mentoring and by sharing of established contracts and solicitation processes.
3. To be a resource center for members regarding purchasing related practices, by sharing developed specifications and boilerplates and/or vendors desiring to do business with local government entities, by providing information on cooperative opportunities and other purchasing venues that will assist in the proficiency of the member purchasing departments.

ARTICLE IV – MEMBERSHIP

1. Application for voting membership shall be open to any purchasing governmental entity that is authorized to enter into an interlocal agreement and supports the purpose statements in Article III and continuing membership is contingent upon being up-to-date on membership dues.
2. Application for membership shall be made in writing on such form as prescribed by the Board of Directors.
3. Membership shall be from January 1 through December 31. Membership dues will not be prorated for partial year membership. For the membership period beginning January 1, 2012, membership shall be through August 31, 2012. Membership thereafter shall be from September 1 through August 31.
4. Membership shall be granted upon a majority vote of the Board of Directors.
5. The Board of Directors may create other membership classifications and shall have the authority to establish and define nonvoting categories of membership.

ARTICLE V – MEETINGS

1. Regular meetings of the Alliance shall be held on a regularly scheduled basis as determined by the Board of Directors.

2. Regular meetings will be conducted in accordance with the Roberts Rules of Order.
3. Special meetings of the Alliance may be called by the president when it is deemed necessary and for the best interest of the organization.
4. At the request of a majority of the Board of Directors or a majority of the members of the Alliance, the president shall cause a special meeting to be called.
5. Request for special meetings must be made in writing at least ten (10) days before the requested scheduled date. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE VI – VOTING

Each member as defined in Article IV; 1-5, in good standing shall be entitled to one (1) vote on each question and/or election. Votes may be cast by ballot, voice vote, show of hands and/or other methods approved by the membership and Board of Directors.

ARTICLE VII – FEES AND CHARGES

1. Member fees/dues shall be on an annual basis. Actual fees shall be set by a majority vote of the Board of Directors.
2. Dues/fees shall be considered delinquent if not received by the Alliance within thirty (30) days from the beginning of the Alliance's fiscal year. (Fiscal year is January 1 to December 30)
3. With the approval of the Board of Directors, Special Services may also be offered by one Member district to other Members or Participants that the Members agree, aligns with the scope of the CTPA and benefits the CTPA's Members, but exceeds the normal services provided by the CTPA. The offering Member may charge a fee independent of the annual membership fee in consideration of the Member performing this Special Service. Such fee shall be collected by the performing Member directly and shall not be made part of the fees and expenses accounted for by the CTPA.

ARTICLE VIII - OFFICERS AND DIRECTORS

1. The management of the Alliance shall be vested in an Executive Director and a Board of Directors.
2. The Board of Directors shall consist of the following member representatives: Executive Director, President, Vice President, Secretary, Treasurer and a minimum of four (4) Directors.
3. The Round Rock Independent School District's lead purchasing authority shall be the Executive Director of the Alliance.
4. Officer positions shall only be held by K-12 member districts.
5. Each member organization shall appoint a single representative as its voting member. Only voting members are eligible for Officer or Board positions.
6. If no candidate applies for office, the President (or Director in his/her absence) will have the authority to appoint an officer.
7. Board elections will be held in April, with all positions taking effect the first of July.
8. Deleted.
9. Term. All Board members shall serve two-year terms, but are eligible for re-election with a maximum of two consecutive two-year terms in any specific position.

ARTICLE IX - DUTIES OF OFFICERS

1. Executive Director
 - 1.1. Serves as coordinator and manager of the alliance.
 - 1.2. Serves as ad hoc committee member at all board meetings.
 - 1.3. Prepares contracts and services to be presented to the President and the Board of Directors for

approval. Serves as Chairperson of the Nominating Committee.

1.4. Acts as Authorized Representative for the Alliance in all matters pertaining to the execution of Interlocal Participation Agreements.

2. President

2.1. Conducts and presides over the Board of Directors, the alliance and all board meetings.

2.2. Must maintain an annual membership in the Texas Association of School Business Officials.

3. Vice President

3.1. In the absence of the President performs all duties of the President and other duties as requested by the President.

4. Secretary

4.1. Will record the minutes of all board meetings.

4.2. Maintain the historical records of the alliance.

4.3. Keep a roster of the membership and sponsors.

5. Treasurer - Works with CPA/Auditing firm chosen by the Board of Directors to provide the following services.

5.1. Quarterly financial reports.

5.2. Receives of all funds paid to the alliance in the form of membership dues, sponsor fees, booth fees and any and all other income due the alliance.

5.3. Ensure all financial records are submitted for annual audit by the Board of Directors or Board's appointee(s).

6. Directors

6.1. Directors shall be appointed/elected only from Regions defined by the Board of Directors. Only one person from each entity can serve on the Board of Directors as an Officer or Director.

6.2. Responsible for formation of subcommittees and coordination and/or performance of special projects and research as may be assigned by the Board.

6.3. Sponsor group for mentoring, training and other member support services as may be assigned by the Board.

ARTICLE X - AMEND BY-LAWS

The by-laws may be amended or revised at any meeting of the Alliance or at a special meeting called for that purpose by the majority vote of the membership of the Alliance provided that notice of any proposed amendments or revision be sent to the voting membership prior to the meeting.

ARTICLE XI - PUBLICITY

No publicity shall be released in the name of the Alliance without prior approval of the Board of Directors.

ARTICLE XII - SPONSOR/VENDOR/EXHIBITOR QUALIFICATIONS

1. No sponsor, vendor and/or exhibitor will be allowed to participate in Alliance meetings unless that company has been approved by the Board of Directors.

2. Sponsors, vendors and/or exhibitors must be listed as an approved vendor from at least one member organization in order to participate in the Alliance's meetings.

ARTICLE XIII – COMMITTEES

1. The Board may create committees as needed, such as peer education and data collection. There shall be two standing committees – Executive and Educational Committees. The Board President appoints all committee chairs. Committee chairs must be members of the Board.

2. The Board Officers serve as the members of the Executive Committee.
3. The Vice President is the chair of the Educational Committee, which includes three other Board members. The Educational Committee is responsible for mentoring plan development, continuing educational projects and other educational project development as may be directed by the Board.