Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 12/11/18

Item Title: Resolution No. 022/18-19 Region 16 ESC Statewide Cooperative Purchasing Program

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

This will be a Resolution for school year 2018-2019 for Region 16 ESC Statewide Cooperative Purchasing Program to participate with State of Texas contracts. The Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. There is never a cost to members to use the cooperative.

First time.

FISCAL IMPLICATIONS:

Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 022/18-19 for the Brownsville Independent School District to participate in described purchasing programs of Region 16 ESC Statewide Cooperative Purchasing Program for the 2018-2019 school year.

/Delia Rodriguez
Submitted by: Principal/Interim Purchasing Adm.

/Lorenzo Sanchez
Recommended by: AA Supt./Asst. Supt./CFO

Approved f... on:

Pull as per Minerva Pena
Refer to Budget Committee

...anza Zendejas
...uperintendent of Schools

RECEIVED
NOV 29 2018
9:50

When Necessary, Additional Background May Follow This.

INTERLOCAL AGREEMENT
for Participation in the
Region 16 ESC Statewide Cooperative Purchasing Program

Contracting Parties:

Brownsville Independent

School District/Governmental Entity

AND

Region 16 Education Service Center

Texas Education Code §8.002 charges regional education service centers to provide services to enable school districts to operate more efficiently and economically. In order to increase the efficiency and effectiveness of purchasing operations, the Region 16 Education Service Center ("ESC 16") and *Brownsville Independent* School District/Governmental Entity (the "Entity"), collectively referred to as "the Parties," enter into this Interlocal Agreement.

I. Creation of the Cooperative Purchasing Program

ESC 16, by this Agreement, agrees to serve as the sponsoring entity of a cooperative purchasing program (the "Program") in conjunction with the above-named Entity and any other entity legally entitled to enter into the Program, which executes a similar agreement. The purpose of the Program shall be to obtain substantial savings for participating school districts and other governmental entities through executions of economies of scale and through seeking vendors on a regional, state, and nationwide basis.

II. Authority

Authority for the services provided under this Interlocal Agreement is granted under Government Code, Chapter 791, Subchapters A, B, and C; and Local Government Code, Chapter 271, Subchapter F, §§ 271.101 and 271.102.

III. Termination

This Interlocal Agreement (hereinafter the "Agreement") is effective upon final execution by ESC 16 and shall automatically renew 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 (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for the termination and the effective date of such termination; however, the terminating party agrees to give the affected party a thirty (30) day period to cure any identified breach. The terminating party further agrees to make

any required payment to a vendor incurred during the time the party was a member of the Program.

IV. Duties and Roles

A. Role of the ESC 16 as Program Sponsor:

(1) Provide for the organizational and administrative structure of the Program as Program Sponsor, by either using internal assets or through contracting with a third party to provide such matters.

(2) Provide staff time necessary for efficient operation of the Program.

(3) Provide for the initiation and implementation of activities related to the bidding and vendors selection process.

(4) Provide members with procedures for ordering, delivery, and billing of goods and services available through the Program.

B. Role of the Entity:

(1) Commit to participate in the Program by taking all action necessary to authorize the execution of this agreement in the appropriate space below.

(2) Designate a contact person for the Program who will act under the direction of and on behalf of the Entity.

(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 Program.

(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.

(7) Pursue any disputes regarding the quality or quantity of a vendor's goods and/or services directly with that vendor.

V. General Provisions

A. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the Program contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such Program.

B. This Agreement shall be governed by the law of the State of Texas and the Parties agree that venue shall be in the county in which the central administrative offices of ESC 16 are located.

C. 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.

D. 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.

E. 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.

F. The Parties agree that payments made through this Agreement fairly compensate the performing party for any services or functions performed.

G. 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.

H. Nothing contained in this agreement prohibits a Party from either creating other purchasing cooperatives or participating as a member of other purchasing cooperatives.

I. 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.

J. This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine or e-mail and the terms and conditions agreed to by such means are binding upon the Parties.

VI. Authorization

ESC 16 and the Entity have entered into this Agreement to provide cooperative purchasing opportunities to public schools and other governmental entities and the governing boards of such entities delegate to the superintendent or chief executive officer of the Entity the discretion to determine that making purchases through the program provides the best value to the Entity.

This Agreement was approved by the governing boards of the respective Parties at meetings that were posted and held in accordance with state law, including Chapter 551 of the Texas Government Code, commonly known as the Texas Open Meetings Act.

VII. Non-Discrimination Clause

It is the policy of ESC 16 and the Entity not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education

Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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

Entity	ESC 16
By: _____ Authorized Signature	By: Cole Cordell Authorized Signature
Brownsville Independent School District Board President	CHIEF FINANCIAL OFFICER
Title	Title
12/11/2018	12/4/18
Date	Date
Delia N. Rodriguez	ANDREW PICKENS
Entity Contact Person	ESC 16 Contact Person
Interim Administrator for Purchasing	DIRECTOR OF PURCHASING
Title of Contact	Title of Contact
1900 E. Price Road	5800 BELL STREET
Street Address	Street Address
Brownsville, Texas 78521	AMARILLO, TX 79109
City, State Zip	City, State Zip
956-548-8361	806-677-5040
Contact's Telephone Number	Contact's Telephone Number
dnrodriguez@bisd.us	andrew.pickens@esc16.net
E-mail Address	E-mail Address

Please send two signed original Interlocal Agreements to Region 16 ESC, Attn: Andrew Pickens, Director of Purchasing, 5800 Bell Street, Amarillo, TX 79109-6230. Upon execution, a signed original will be returned to the Entity Contact Person listed above.

RESOLUTION OF THE BOARD OF TRUSTEES

OF

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

In accordance with Chapters 791 of the Texas Government Code and 271 of the Texas Local Government Code, Board of Trustees of the **Brownsville Independent School District** ("the School District") does hereby make the following Resolution approving the Terms and Conditions of an Interlocal Agreement between the School District and the Region 16 Service Center, which serves as the sponsor of TexBuy, a cooperative purchasing program for goods and services ("the Agreement") designating the School District Superintendent or the Superintendent's designee, as official representative of the School District relating to the Program.

WHEREAS, the Board of Trustees of the School District finds it in the best interests of the School District to pool with other school districts and the Region 16 Service Center to increase its purchasing economy of scale;

WHEREAS, the Board of Trustees of the School District further finds it in the best interests of the School District to access low-cost goods and services advertized to potential vendors on a nationwide basis;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT:

Section I. The Terms and conditions of the agreement having been reviewed by the Board of Trustees of the School District is found to be acceptable and in the best interests of the School District and its citizens and is hereby for all things approved.

Section II. The Superintendent of the School District or the Superintendent's designee is hereby designated and authorized to act for the School District in all matters relating to the Agreement, including executing the Agreement on behalf of the Board of Trustees of the School District.

Section III. The Board delegates to the School District Superintendent or the Superintendent's designee, to the fullest extent allowed under Texas Education Code §44.0312, any and all authority to take any action to provide the School District with low-cost goods and services under the Agreement.

Section IV. There is not a management fee or any other fee to be paid to TexBuy or Region 16 Education Service Center by the School district; therefore, the provisions of Texas Education Code §44.0331 do not apply.

Section V. It is the policy of Region 16 ESC, TexBuy and the School District not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Section VI. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE __11th__ DAY OF _DECEMBER_ 2018.

(Authorized Signature)

_____

Minerva Pena_____
Board President

In witness thereof, I have hereunto set my hand and affixed my official seal this

_11th__day of _December___, 2018____.

ATTEST:

_____

Patricia Perez_____
Board Secretary