



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

Topic: Approval of Interlocal Agreement to Join the Central Texas Purchasing Alliance

Submitted by: Mrs. Cordelia Flores-Jackson, Director **of:** Purchasing Department

Approved for transmittal to school board: February 21, 2024

Recommendations:

Staff recommends that the Board of Trustees approve the Interlocal Agreement to join the Central Texas Purchasing Alliance. The CTPA is made up exclusively of school district purchasing representatives and is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. The purchase of goods and services using the contracts available in this interlocal satisfy all requirements regarding competitive procurement methods. The cost to belong to this alliance is \$150 annually.

Rationale:

Membership in the Central Texas Purchasing Alliance will provide additional sources for the purchase of goods or services. The District will also make available our solicitations for CTPA member utilization.

Budgetary Information:

Purchasing Department Budget
\$150 annual fee

Board Policy Reference and Compliance

CH local – Purchasing and Acquisition
CH legal – Purchasing and Acquisition



INTERLOCAL PARTICIPANT AGREEMENT

This Interlocal Participant Agreement ("Participant Agreement") is entered into by the Members of the Central Texas Purchasing Alliance ("Members"), acting on behalf of their school districts and United Independent School District ("Participant"), a governmental entity authorized to enter into an interlocal agreement pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq., for the purpose of joining and participating in the Central Texas Purchasing Alliance.

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. PARTY TO INTERLOCAL AGREEMENT

1.1. Participant hereby becomes a party to the Central Texas Purchasing Alliance Master Interlocal Agreement ("Master Agreement") and agrees to be bound by all terms and conditions set out in the Master Agreement, as modified and amended herein and in any other additional interlocal participant agreements.

1.2. Participant shall have all rights and duties as a founding Member except to the extent limited by the Master Agreement or the CTPA bylaws contained therein. The Master Agreement is attached hereto as Exhibit 1 and the terms and provisions of the Master Agreement are incorporated in this Participation Agreement.

2. TERM

2.1. Participant's rights and duties under the Master Agreement shall commence on the effective date of this Participant Agreement. Participant recognizes and agrees that the Master Agreement provides an initial term of the Master Agreement and also provides for a uniform ending date applicable to all Parties and is automatically renewable under certain conditions.

3. DEFAULT, REMEDIES

3.1 In the event of default by Participant, as the term default is used in the Master Agreement, the Members shall have the remedies provided in the Master Agreement and shall also have the right to terminate Participant's participation in the Master Agreement or suspend Participant's participation in the Master Agreement without terminating or otherwise affecting the Master Agreement and the other parties to the Master Agreement or other Participant Agreements.

4. FEES

4.1. Participant shall pay an annual fee pursuant to the bylaws of the CTPA.

4.2. Initial fee based on the most recent annual fee established by vote of the Board of Directors, shall be due upon execution of this Master Agreement, and annual fees shall be due as of January 30th of each calendar year thereafter. The fee shall not be prorated for a partial period of the initial year.

5. WARRANTY OF AUTHORITY AND DUE EXECUTION

5.1. Participant warrants to the Members of the Central Texas Purchasing Alliance and other parties to the Master Agreement that Participant has the authority to enter into this Participant Agreement and the person executing this Agreement is duly authorized on behalf of the Participant's governmental entity to enter into this Participant Agreement and that Participant has agreed to be bound by the Participant Agreement, the Master Agreement and the duties and obligations of Participants set out in those agreements.

Dated to be effective this the 21st day of February, 2024.

CENTRAL TEXAS PURCHASING ALLIANCE

By: _____
Signature

**Danny Poolman, Director of Purchasing and Materials Management - RRISD
CTPA Authorized Representative**

Title: CTPA Executive Director

Sponsor School District: Round Rock Independent School District (RRISD)

PARTICIPANT

By: _____
Signature

Name: Laida P. Benavides

Title: Chief Financial Officer

Participating School District Name: United Independent School District