



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 22, 2022

Agenda Section: Consent

Agenda Item Title: Approval to join the Central Texas Purchasing Alliance interlocal purchasing cooperative

From: Mr. Tony Kingman – Chief Financial Officer

Description: The District utilizes various purchasing cooperatives as a means to competitively procure items or services and streamline the buying process. The Business and Finance Department would like to take advantage of the vendor contracts available on the Central Texas Purchasing Alliance. It is request that the Board of Trustees approve the interlocal participant agreement with the Central Texas Purchasing Alliance. The interlocal participant agreement is enclosed under separate cover for review.

Recommendation: Recommend the Board of Trustees approve the interlocal participant agreement with the Central Texas Purchasing Alliance.

Funding Budget Code and Amount: N/A



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 _____ ("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 ____ day of _____, 20____.

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: _____

Title: _____

Participating School District Name: _____