



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: December 12, 2022

AGENDA ITEM: Consider Approval of Agreements to Join Purchasing Cooperatives

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- As referenced in Board Policy CH (LEGAL) and Texas Government Code Chapter 791, Interlocal Cooperation Act, school districts may participate in a cooperative purchasing program to satisfy the laws requiring competitive bids.
- The Business Department is seeking approval from the Board of Trustees to join the following purchasing cooperatives:
 - 1 Governmental Procurement Alliance
 - 791 Purchasing Cooperative (sponsored by Education Service Center Region 15)
 - Allied States Cooperative (sponsored by Education Service Center Region 19)
 - Edtech Purchasing Cooperative (sponsored by Education Service Center Region 10)
 - Educational Purchasing Interlocal Cooperative at Region 6 (EPIC 6)
 - Equalis Group Purchasing Program (sponsored by Equalis Group LLC)
 - Goodbuy Purchasing Cooperative (sponsored by Education Service Center Region 2)
 - Southeast Texas Purchasing Cooperative (sponsored by Education Service Center Region 5)
 - The National Cooperative Purchasing Alliance (sponsored by Education Service Center Region 14)
 - TexBuy Cooperative Purchasing Program (sponsored by Education Service Center Region 16)
- All contracts on these purchasing cooperatives are competitively bid and would provide another avenue for the District to realize purchasing efficiencies and cost reductions.
- None of the purchasing cooperatives being presented for your consideration have an annual fee for membership/participation.
- For your review and consideration, following is a Board Resolution and/or Interlocal Agreement stating the District's desire to join and participate in each of these purchasing cooperatives.

FISCAL INFORMATION:

None, as there is no annual fee to school districts.



ALEDO ISD BOARD MEETING TEMPLATE

ATTACHMENTS:

1 Governmental Procurement Alliance Cooperative Procurement Membership Agreement, 791 Purchasing Cooperative Resolution and Master Interlocal Agreement, Education Service Center Region 19 Allied States Cooperative Resolution and Interlocal Agreement, Education Service Center Region 10 Edtech Purchasing Cooperative Master Interlocal Agreement, Educational Purchasing Interlocal Cooperative at Region 6 Resolution and Interlocal Agreement, Equalis Group Master Intergovernmental Cooperative Purchasing Agreement, Education Service Center Region 2 Goodbuy Purchasing Cooperative Resolution and Interlocal Participating Agreement, Region 5 Education Service Center Southeast Texas Purchasing Cooperative Resolution and Member Acknowledgement, Region 14 Education Service Center The National Cooperative Purchasing Alliance Resolution and Interlocal Agreement, and Region 16 Education Service Center TexBuy Cooperative Purchasing Program Resolution and Interlocal Agreement

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Board Resolution and/or Interlocal Agreement allowing the District to join and participate in the purchasing cooperatives listed above as presented.



COOPERATIVE PROCUREMENT MEMBERSHIP AGREEMENT

This Agreement is entered into this ____ day of December, 2022, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in **Exhibit A** (“Lead Agencies” and individually a “Lead Agency”) and Aledo Independent School District (“Participating Entity”), a school district located in the State of Texas. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in **Exhibit A**. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in **Exhibit A**. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
 - a. Ensure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
 - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
 - c. Make timely payment and fulfill other obligations with the selected contractor for all products, materials, and services in accordance with the terms and conditions of the Participating entity’s 1GPA contract with the vendor, or other payment arrangements or terms negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services as well as other contractual obligations, including any warranty rights for products, materials or services ordered by the eligible Participating Entity shall be the exclusive obligation between that Participating Entity and its contracted 1GPA vendor.
 - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the fullest extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
 - e. Be responsible for compliance with applicable state or federal laws in determining which goods or services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperatives. This includes sole responsibility for any actual compliance requirements, findings, questioned costs administrative actions, or other resulting consequences related to Participating Entity’s use of 1GPA’s services under this Agreement.
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, choose to join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure

performance from its chosen IGPA vendor in accordance with the terms and conditions of any issued purchase order or contract does not necessarily require IGPA to exercise its own rights and remedies.

5. IGPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a IGPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if IGPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in IGPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity: Aledo Independent School District	Signature:
Select Type of Entity: <input checked="" type="checkbox"/> K12 <input type="checkbox"/> Higher Education <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Municipality <input type="checkbox"/> Other	
Address: 1008 Bailey Ranch Rd.	Printed Name:
City/State/Zip Code: Aledo, TX 76008	Title: Board President
Email:	
Date:	Phone Number: 817-441-8327

IGPA Approvals

IGPA Signature:
Printed Name:
Title:
Date:

**IGPA –
1910 W. Washington St.
Phoenix, AZ 85009**

**P: 866/306-3893
F: 602/663-9515
E: admin@IGPA.org**





1Government Procurement Alliance

Exhibit A

Lead Agencies

Arizona

Deer Valley Unified School District

20402 N 15th Avenue
Phoenix, AZ 85027
623.445.5100

Northern Arizona University

545 E. Pine Knoll Drive
Flagstaff, AZ 86011
928.523.5285

Paradise Valley Unified School District

15002 N. 32nd Street
Phoenix, AZ 85032
602.449.2071

Pinal County ESA

75 N. Bailey
Florence, AZ 85132
520.450.4477

Yavapai Accommodation School District

2972 Centerpointe E. Dr.
Prescott, AZ 86301
928.759.8126

Oregon

Portland Public Schools

501 N. Dixon Street
Portland, OR 97227
503.916.3315

Texas

Deer Park ISD

2800 Texas Ave.
Deer Park, TX 77536
832.668.7061

***** THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES**



1Government Procurement Alliance

Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

Business Office Point of Contact for 1GPA:

Name: Earl Husfeld

Title: CFO

Entity: Aledo Independent School District

Address: 1008 Bailey Ranch Rd.

City: Aledo State: TX Zip: 76008

Phone: 817-441-5111 Email: ehusfeld@aledoisd.org

Purchasing/Procurement Office Point of Contact (if different from above):

Name: Cindy Poole

Title: Accountant/Purchasing

Entity: Aledo Independent School District

Address: 1008 Bailey Ranch Rd.

City: Aledo State: TX Zip: 76008

Phone: 817-441-5111 Email: cpoole@aledoisd.org

**791 PURCHASING
COOPERATIVE
BOARD / COMMISSIONERS
COURT RESOLUTION**

STATE OF TEXAS

FOR: THE 791 PURCHASING
COOPERATIVE

WHEREAS, the Board of Directors or Commissioners Court of Aledo ISD , Aledo , Texas,
(Named Public Agency), (City)

pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the 791 Purchasing Cooperative, and in the Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the Aledo ISD requests a stated need for
(Named Public Agency)

participation in 791 Purchasing Cooperative (791 Coop) whereby Hoyt Harris
(Name of Authorized Person)

is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of Aledo Independent School District.
(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the

Aledo Independent School District and is filed on record at the 791 Coop office.
(Named Public Agency)

In witness thereof, I have set my hand and signature this _____ day of December , 20 22 .

By: _____
(Authorized Signature)

Hoyt Harris
(Printed Authorized Name)

Board President
(Title)

This legal document will remain current on file until either party severs the agreement.

MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement (“Agreement”) is made by and between 791 Purchasing Cooperative (“791 COOP”) and Aledo Independent School District (“End User”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers, agents, and/or employees.

PURPOSE

WHEREAS, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

WHEREAS, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

WHEREAS, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

WHEREAS, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

WHEREAS, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

NOW, THEREFORE, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

AGREEMENT

- 1. Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- 2. Permissions:** This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP’s competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP’s cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.
- 3. Relationship:** The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The

End User entity may be required to enter into subsequent contractual arrangements with 791 COOP to ensure pricing, standards, and compliance, and for specific products or services.

4. **Confidentiality and Safeguarding:** To the extent permitted and/or required by laws of Authorized User's operation's jurisdiction, proprietary information and intellectual property of 791 COOP will be shielded from public inquiry without the prior written consent of 791 COOP.
5. **Venue and Governing Law:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and the venue shall be exclusively in Bexar County, Texas.

Jeffrey Shokrian, CEO Date
791 Purchasing Cooperative

_____ Authorized User Representative	_____ Date	_____ Governing Body Approval Date
<u>Aledo Independent School District</u> Entity Name		<u>1008 Bailey Ranch Rd., Aledo, TX 76008</u> Entity Address (Principal Office)
<u>817-441-5111</u> Entity Contact Telephone Number		<u>cpoole@aledoisd.org</u> Entity Contact E-mail Address



Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010
www.esc19.net

(915) 780-5019
FAX: (915) 780-5061

**(SS-PUR-F032.1)
RESOLUTION**

AUTHORIZATION FOR USE OF ESC REGION 19 ALLIED STATES COOPERATIVE

WHEREAS, the _____ (Agency Name) of _____ (City), Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY _____ (Agency Name) OF THE _____ (City), TEXAS AS FOLLOWS:

The terms and conditions of the agreement have been reviewed by the Governing Body of the _____ (Agency Name) and found to be acceptable and in the best interests of the _____ (Agency Name) and its citizens are hereby in all things approved.

The _____ (Agency Name) is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20_____.

ATTEST: _____ (Authorized Signature)

(Title)

(Title)

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

Please return approved agreement to: Procurement Director - rshernandez@esc19.net & lhernando@esc19.net
ESC-Region 19 Allied States Cooperative
6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

 Name of District/Agency

 Name of Authorized Person

 Signature of Authorized Person

_____ Title _____ Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

 Authorized Signature

_____ Date

PURCHASE ORDER CONTACT

1. _____
 Name

 Email

2. _____
 Name

 Email

 Address:

_____ City _____ State _____ Zip

_____ Telephone _____ Fax





This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 10 (“ESC Region 10”) and Aledo ISD (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and
WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and
WHEREAS, The governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and
NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 10; and (2) Allow the Local Government to join ESC Region 10 sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 10 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Dallas County, Texas.

Local Government

Aledo Independent School District
 Name of Local Government

1008 Bailey Ranch Rd., Aledo, TX 76008
 Address of Local Government

Cindy Poole / 817-441-5111
 Contact Name and Telephone Number

 Board President Signature / Date

 Board Approval Date

184907
 County/District#
 (if applicable)

ESC Region 10
 400 East Spring Valley Rd
 Richardson, TX 75081
 Attn: Sue Hayes, CFO

 Authorized Representative Signature / Date

 Authorized Representative Title

RESOLUTION

STATE OF TEXAS) TO THE REGION VI
) EDUCATION SERVICE
) CENTER

WHEREAS, the Board of Trustees of (Aledo ISD),(Aledo) Texas,
(Named Public Agency) (City)
pursuant to the authority granted by Texas Government Code §791, §2269, and Texas Education Code §44.031, desires to participate in the described purchasing cooperative offered by the Region VI Education Service Center, and in the opinion that by participating in this purchasing cooperative, is an efficient use of taxpayers' money through the anticipated savings to be realized; and

WHEREAS, the purchasing cooperative will allow the Public Agency to purchase a variety of products through its previously competitively procured proposals; and
WHEREAS, the Region VI Education Service Center, as established under Chapter 8 of the Texas Education Code, has assisted many educational institutions with a variety of needs and EPIC6 is an extension of those efforts;

NOW THEREFORE BE IT RESOLVED that the (Aledo ISD) requests a stated need for participation in:
(Named Public Agency)

[X] Educational Purchasing Interlocal Cooperative at Region 6 (EPIC6)

Whereby (Hoyt Harris) is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of (Aledo ISD).
Name of Authorizing Person (Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the Aledo ISD and is filed on record at the EPIC 6 office.
(Named Public Agency)

In witness thereof, I have hereunto set my hand and affixed my official seal this ____ day of December, 2022

By: _____
(Authorizing Signature)

Hoyt Harris
(Printed Authorizing Name)

Board President
(Title)

This legal document will remain current on file until either party severs the agreement.

INTERLOCAL AGREEMENT
Region 6 Education Service Center (RESC 6)
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

Aledo Independent School District

TEXAS PUBLIC ENTITY / DISTRICT MEMBER

Region 6 Education Service Center

3332 Montgomery Road, Huntsville, TX 77340

County-District Number: 236-950

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed 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 determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the Educational Purchasing Interlocal Cooperative (EPIC6).

The purpose of EPIC6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Property Co-ownership:

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

Roles of the EPIC6 Purchasing Cooperative:

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC6.
3. Provide marketing of the EPIC6 to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC6 Vendors when in the best interest of the entity.
4. Submit a monthly report of purchases and /or copies of Purchase Orders to the EPIC6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC6 and appropriate contract number on you purchase order and/or contracts in which you utilize an EPIC6 contract.

General Provisions:

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

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

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.

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.

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.

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 unless otherwise agreed by the parties in writing at the time of the dispute.

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.

This Agreement may be negotiated and transmitted between the Parties by electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.

No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

Authorization:

Region 6 Education Service Center and EPIC6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551. (If required by the entity.)

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

Public Member Entity:

Purchasing Cooperative Lead Agency:

Aledo Independent School District

Region 6 Education Service Center

Entity or District Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: Board President

Title: Executive Director Region 6 ESC

Date: _____

Date: _____



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



**Shared Service Arrangement for Participation in the
Goodbuy Purchasing Cooperative
(A program of the Education Service Center, Region 2)**

Board Resolution

Alledo Independent School District, and
(local government name)

WHEREAS, the Alledo Independent School District, local government (Hereinafter "Member") pursuant to the authority by Article 791et.seq. of the Inter-local Cooperation Act, as amended, desires to participate in the Goodbuy Purchasing Cooperative.

WHEREAS, the Alledo Independent School District, local government has elected to be a Member of the Goodbuy Purchasing Cooperative, a program created by local governments in accordance with the Inter-local Cooperation Act 791, Texas Government Code.

WHEREAS, the Member, is of the opinion that participation in the Goodbuy Purchasing Cooperative will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized through participation in this Shared Service Arrangement Resolution; and

WHEREAS, the Member desires to participate and join with other local governments in a cooperative inter-local agreement and a shared service agreement for the purpose of fulfilling and implementing their respective public governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Member does request the Goodbuy Purchasing Cooperative include its stated needs for all categories of instructional goods and services, whereby the Member may be allowed to purchase those items from the Goodbuy Purchasing Cooperative contracts; and that the Goodbuy Purchasing Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Members that have elected to participate in this agreement.

FURTHER, BE IT RESOLVED, that the Board of Directors of the Member does hereby authorize its Board President, Superintendent or other officer to execute this Agreement.

Revised 05/08/2014



Purchasing Program of the Education Service Center, Region 2

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of the Member and eligible local governments to become members of the Multi-Regional Purchasing Program Shared Service Agreement upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who hereby grant the power to exercise the same.

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Aledo Independent School District local government on the _____ day of 2022, and that the same now appears of record in its official minutes.

Adopted and approved this _____ day of December, 2022.

By: _____, Date: _____
(Local Government Official)

Board President
(Title of Official)

Attest:

(Secretary of the Board of Directors) Date: _____

Revised 05/08/2014



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: Aledo Independent School District

Program Member Designated GoodBuy representative(s):

Name: <u>Cindy Poole</u>	Contact Information: <u>1008 Bailey Ranch Rd.</u>
Title: <u>Accountant/Purchasing</u>	(Address) _____
Email: <u>cpoole@aledoisd.org</u>	City: <u>Aledo</u>
Telephone: <u>817-441-5111</u>	State: <u>TX</u>
Facsimile: _____	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. 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.
11. 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
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

Aledo Independent School District

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

Region 5 Education Service Center

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net

**SOUTHEAST TEXAS
PURCHASING
CO-OPERATIVE**

Resolution

2022-2023

RESOLUTION for Aledo ISD

WHEREAS, it is the intent of the ISD to join and participate in the Southeast Texas Purchasing Cooperative organization administered by the Region 5 Education Service Center (Region 5 ESC).

WHEREAS, authority for this commitment is authorized under Article 44.031 of the Texas Education Code and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

WHEREAS, for the 2022-2023 school year there will be no cost for said ISD to join the Southeast Texas Purchasing Coop.

BE IT FURTHER RESOLVED, that the said ISD Board of Trustees hereby joins and elects to participate in the Southeast Texas Purchasing Cooperative organization administered by Region 5 ESC.

BE IT FURTHER RESOLVED, that the said ISD Board of Trustees hereby authorizes its superintendent to execute such documents as are appropriate and necessary to implement the ISD's participation in said cooperative.

Board President's Signature: _____

Board President's Printed Name: Hoyt Harris

Board Vice President's Signature: _____

Board Vice President's Printed Name: Jessica Brown

Date: _____



**Region 5
Education Service
Center**

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net

**Membership
Acknowledgement
2022-2023**

***SOUTHEAST TEXAS
PURCHASING
CO-OPERATIVE***

NAME OF ISD: ALEDO ISD
ISD PURCHASING CONTACT: CINDY
POOLE

EMAIL: cpoole@aledoisd.org
PHONE: 817-441-5111

SUPERINTENDENT SIGNATURE:

**Member of the SETX Purchasing
Co-Operative through Regin 5 ESC**

This document shall serve as Aledo ISD (name of ISD) letter of commitment to become a member of the Region 5 Southeast Texas Purchasing Cooperative. It is understood that your school district board of trustees has passed a resolution to join the Co-op and that Region 5 ESC will administer the program. Region 5 ESC will conduct the bid process including advertising, receiving documents, evaluating and awarding vendors. Vendors will be vetted and will be awarded only if SETX Purchasing Co-Op criteria are met including but not limited to state and federal procuremnt compliance. For the 2022-2023 school year, there will be no cost for the district to join the Southeast Texas Purchasing Co-op. The district will receive annual catalog bids for many different categories of products and services. Other items may be selected for the bid process at the discretion of the Co-op Steering committee. As a member of the Co-op, superintendent of said ISD will designate one representative who will be the initial contact for all correspondence with SETX Co-Op.





**RESOLUTION
AUTHORIZING USE OF NATIONAL COOPERATIVE
PURCHASING ALLIANCE (NCPA)**

WHEREAS, the _____ (Agency Name) of _____ (City), Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the purchasing program known as The National Cooperative Purchasing Alliance, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

WHEREAS, after a competitive solicitation and selection process by Region 14 ESC, NCPA has set up a number of Master Agreements to provide goods, products and services based upon national volumes.

WHEREAS, the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as Region 14 ESC; subject to the applicable local purchasing ordinances and laws of the state of purchase;

NOW, THEREFORE, BE IT RESOLVED BY _____ (Agency Name) OF THE _____ (City), TEXAS AS FOLLOWS:

The _____ (Agency Name) is authorized to enroll and participate in the purchasing program known as The National Cooperative Purchasing Alliance (NCPA) and purchases thru such program shall be deemed to meet the agencies competitive purchasing requirements;

This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20_____.

ATTEST:

(Authorized Signature)

(Title)

(Title)



INTERLOCAL AGREEMENT NATIONAL COOPERATIVE PURCHASING ALLIANCE

Contracting Parties

Participating Agency	Region 14 Education Service Center Lead Agency
----------------------	---

Federal Tax ID Number

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or 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 and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
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 Purchasing Cooperative
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.

Authorization

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

Region 14 Education Service Center

By _____
Authorized Signature

By _____
Authorized Signature

Title

Title

Date

Date

Contact Person

Contact Person

Title of Contact Person

Title of Contact Person

Street Address

Street Address

City, State, Zip

City, State, Zip

Contact's Telephone Number

Contact's Telephone Number

RESOLUTION OF THE BOARD OF TRUSTEES

OF

Aledo 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 Aledo ISD (“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 _____ DAY OF DECEMBER 2022.

(Authorized Signature)

Board President

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

_____ day of December, 2022.

ATTEST:

Board Secretary

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

Contracting Parties:

Aledo Independent School District

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 Aledo 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: _____ Authorized Signature
_____ Title	_____ CHIEF FINANCIAL OFFICER Title
_____ Date	_____ Date
_____ Entity Contact Person	_____ ANDREW PICKENS ESC 16 Contact Person
_____ Title of Contact	_____ DIRECTOR OF PURCHASING Title of Contact
_____ Street Address	_____ 5800 BELL STREET Street Address
_____ City, State	_____ AMARILLO, TX 79109 City, State
_____ Contact's Telephone Number	_____ 806-677-5040 Contact's Telephone Number
_____ E-mail Address	_____ andrew.pickens@esc16.net 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.