



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: January 19, 2021

AGENDA ITEM: Consider Approval of Agreements to Join Central Texas Purchasing Alliance, Choice Partners Purchasing Cooperative, and Sourcewell 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:
 - Central Texas Purchasing Alliance (sponsored by Round Rock ISD)
 - Choice Partners Purchasing Cooperative (administered by Harris County Department of Education)
 - Sourcewell (formerly called National Joint Powers Alliance)
- All contracts on these purchasing cooperatives are competitively bid and would provide another avenue for the District to realize purchasing efficiencies and cost reductions.
- A \$150 annual fee is assessed each member in the Central Texas Purchasing Alliance. The other two (2) purchasing cooperatives do not have an annual fee.
- 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:

Annual fee of \$150 is assessed each member in the Central Texas Purchasing Alliance.

ATTACHMENTS:

Central Texas Purchasing Alliance Board Resolution and Interlocal Participant Agreement, Harris County Department of Education Interlocal Agreement, and Sourcewell Interlocal Agreement and Sourcewell 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 Central Texas Purchasing Alliance, Choice Partners Purchasing Cooperative, and Sourcewell as presented.

**BOARD RESOLUTION
OF
ALEDO INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Aledo Independent School District has been presented a proposed Interlocal Agreement for a Central Texas Purchasing Alliance by and between the Aledo Independent School District and various other independent school districts and found the Agreement to be acceptable and in the best interests of the Aledo Independent School District and its citizens; and

WHEREAS, the Aledo Independent School District pursuant to the authority granted under Sections 791.001 to 791.029 of the Government Code, V.T.C.A., as amended, desires to join in and elects to participate with the described purchasing alliance and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes; facilitating the exchange of purchasing knowledge processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the district; and

WHEREAS, the Aledo Independent School District acknowledges its obligation to pay participation fees, if any, to be established by the Alliance in order to offset costs incurred on behalf of the Alliance;

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

Section I.

The Agreement is hereby in all things approved.

Section II.

The Chief Financial Officer, or their designee, of the Aledo Independent School is hereby designated to act for the District in all matters relating to the Central Texas Purchasing Alliance including the designation of specific contracts in which the District desires to participate.

Section III.

This resolution shall become effective from and after its passage. DULY PASSED AND APPROVED THIS THE 19th day of January, 2021.

Hoyt Harris
President, Board of Trustees



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: _____

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	_____ (“LGE”) Attn: _____ Title: _____ Address: _____ City, State, Zip: _____ Phone: _____ Email: _____
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15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

**SOURCEWELL
INTERLOCAL AGREEMENT**

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and Aledo Independent School District (hereinafter referred to as “Governmental Unit”).

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days’ written notice to the other party.
- 5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized

by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit
By _____
AUTHORIZED SIGNATURE

Sourcewell
By _____
AUTHORIZED SIGNATURE

Its President, Board of Trustees
TITLE

Its _____
TITLE

January 19, 2021
DATE

DATE

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and _____ (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

Sourcewell

By _____
Its _____
TITLE

TITLE

DATE

DATE

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City _____

State/Province Code _____ ZIP code* _____

Country _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Job Role* _____

E-mail* _____

Phone* _____

Organization Type:

Government

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*