## COLLEGE STATION I.S.D. 9304 ROCK PRAIRIE ROAD, COLLEGE STATION, TX. 77845 (979) 764-5408

#### **PURCHASING OFFICE**

## INTER-DEPARTMENTAL MEMO

TO: Mike Martindale

DATE: September 6, 2019

SUBJECT: Interlocal Agreement

College Station ISD would like to enter into an interlocal agreement (ILA) with LoveJoy ISD so CSISD will have the ability to use their awarded bids.

To facilitate this process, the attached interlocal agreement has been prepared that will enable CSISD to use awarded bids, RFQ's, and other procurement activity. Participation by both entities is strictly voluntary and use of awarded bids is optional.

The implementation of this ILA will allow the parties to engage in cooperative procurement related activities improving efficiencies and/or cost savings is a benefit.

It is my recommendation that we proceed with the approval of this agreement.

Carmella Shafer, Director of Purchasing

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# **BOARD RESOLUTION**

#### OF

### COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

A resolution of the Board of Trustees of College Station Independent School District (CSISD), College Station, Texas, approving the terms and conditions of an Interlocal Agreement between LoveJoy Independent School District (LISD) providing for additional sources for good and services. Designating the Director of Purchasing, as official representative of CSISD relating to this agreement.

WHEREAS, the Board of Trustees of CSISD has been presented a proposed Interlocal Agreement by and between LISD and CSISD and found the Agreement to be acceptable and in the best interests of the CSISD and its citizens, are hereby in all things approved.

WHEREAS, the College Station 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 participate in the described Interlocal Purchasing Agreement in the pursuit of improving the efficiency, effectiveness and economy of procurement processes; facilitating the exchange of purchasing 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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION, TEXAS

#### Section I.

The term and conditions of the agreement having been received by the Board of Trustees of College Station Independent School District and found to be acceptable in the best interest of CSISD and its citizens are hereby in all things approved.

Section II.

The Director of Purchasing of the College Station Independent School is hereby designated to act for the District in all matters relating to the agreement including the designation of specific contracts in which CSISD desires to participate.

Section III.

This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 17th day of September 2019.

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ATTEST:	
Jeff Harris	<del></del>
Board of Trustees President	
Geralyn Nolan	
Board of Trustees Secretary	

#### INTERLOCAL AGREEMENT

This agreement made and entered into this <u>17</u> day of <u>September</u> 2019, by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter called "CSISD") and the LOVEJOY INDEPENDENT SCHOOL DISTRICT situated in Allen, Texas (hereinafter called "LISD") each acting by and through its duly authorized officials:

WHEREAS, CSISD and LISD, both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CSISD and LISD may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of the CSISD and LISD through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CSISD has current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein, LISD agrees as follows:

- 1. CSISD may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
- 2. CSISD and LISD shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CSISD and LISD shall each make their respective payments from current revenues available to the paying party;
- The Agreement shall be in full force and effect until terminated by either party;
- 4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating entity(ies);
- 5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto;
- 6. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

College Station ISD

Board President DATE

ATTEST:

Board Secretary

EXECUTED hereto on this day.