

INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING

This agreement (Agreement) is made on the 11 day of MAY, 2010, between the County of Tom Green (COUNTY) and the San Angelo Independent School District (SAISD). In consideration of the mutual covenants contained herein and pursuant to the authority permitted under Texas Local Government Code, Title 8, Chapter 271 Subchapter F, Section 271.102, and Texas Government Code, Title 7, Chapter 791, Subchapter C, Section 791.025, the COUNTY and SAISD agree:

I. Purpose

The COUNTY wishes to enter into this Agreement to authorize participation in SAISD contracts with vendors selected by SAISD (Vendor(s)).

To utilize one or more of these contracts, the COUNTY must enter an interlocal agreement with SAISD. SAISD agrees that all procurement of contracts shall be conducted in accordance with applicable State of Texas statutes.

II. Duration of Agreement

This agreement shall become effective on _____ and shall continue in full force and effect until terminated by either party on thirty (30) days written notice to the other.

III. Relationship of Parties

Neither the COUNTY, its agents, employees, volunteer help or any other person operating under this agreement shall be considered an agent or employee of SAISD; nor shall SAISD, its trustees, agents, employees, volunteer help or any other person operating under this Agreement be considered an agent or employee of the COUNTY or be entitled to participate in any pension plans or other benefits that the COUNTY provides its employees.

IV. Responsibility

The COUNTY agrees to make timely payments to Vendor(s) for the goods, materials and services received in accordance with the contracts, terms and conditions of the bid or proposal invitations, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the COUNTY shall be the exclusive obligation of the COUNTY and not SAISD. Furthermore, the COUNTY is solely responsible for negotiating and securing ancillary agreements from the Vendor(s) on such other terms and conditions, including provisions relating to insurance or bonding, that the COUNTY

deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

V. General Provisions

1. Fees. There shall be no administrative fees associated with purchases made under this Agreement.
2. Authorization to Participate and Compliance with Local Policies. The parties each represent to the other that its respective governing body has duly authorized its participation in this Agreement and that it will comply with all state and local laws and local district policies pertaining to purchasing of goods and services through its participation in this Agreement.
3. Cooperation and Access. The parties agree that they will cooperate in compliance with any reasonable requests for information and/or records made by the other for purposes of compliance with purchasing laws or their respective local policies.
4. Current Revenue. The parties each shall make its respective payments under this contract from current revenues available to the party.
5. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Tom Green County, Texas
6. Legal Authority. Each party represents the following:
 - a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the purchasing party must meet under all applicable local policy, regulation, or state law.
 - e) All state, local or third-party requirements to approve, record or authorize the Agreement have been met.

7. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

8. Contract Construction. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

9. Non-Waiver of Performance. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

10. Governmental Functions and Immunity. This Agreement is not intended to waive, alter or reallocate any defense or immunity available to either party by law.

11. Entire Agreement and Amendment. This Agreement represents the complete understanding of the parties. This Agreement may be amended only by written agreement executed by the both parties.

12. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first written.

EXECUTED this the _____ day of _____, 2010.

**SAN ANGELO INDEPENDENT
SCHOOL DISTRICT:**

BY: _____

RECOMMENDED:

BY: _____

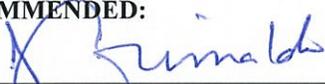
Charity Vasquez
Director of Purchasing
S.A.I.S.D

COUNTY OF TOM GREEN:

BY:  _____

Michael Brown
County Judge

RECOMMENDED:

BY:  _____

Johnny Grimaldo, CPPB
Purchasing Agent
Tom Green County