

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF TOM GREEN AND SUTTON COUNTY, TEXAS**

This agreement is made this _____ day of _____, 20____ between the County of Tom Green, Texas and Sutton County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agrees as follows:

WHEREAS, the contract us made under the authority of section 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from the current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

SUTTON COUNTY, hereby makes, constitutes and appoints TOM GREEN COUNTY it's true and lawful purchasing agent for the purpose of various commodities using Contracts (Bids.) TOM GREEN COUNTY will forward a copy of the requested contract to the requesting entity. SUTTON COUNTY agrees that TOM GREEN COUNTY shall serve as purchasing agent for selected items, and agrees that the bidding shall be conducted by TOM GREEN COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.

II.

SUTTON COUNTY agrees that all specifications for selected items shall be determined by TOM GREEN COUNTY.

III.

SUTTON COUNTY agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill SUTTON COUNTY directly for all items purchased, and SUTTON COUNTY shall be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Johnny Grimaldo, CPPB, Tom Green County Purchasing Agent is hereby designated as the official representative to act for Tom Green County in all matters related to this agreement.

V.

_____ (name), _____ (title) is hereby designated as the official representative to act for SUTTON COUNTY in all matters related to this agreement.

VI.

This agreement shall take effect upon execution by both signatories.

VII.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement upon written thirty (30) days notice prior to cancellation.

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

TOM GREEN COUNTY

SUTTON COUNTY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____