

**INTERLOCAL AGREEMENT BETWEEN
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF COLLEGE STATION**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies;

WHEREAS, College Station Independent School District and the City of College Station desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, College Station Independent School District and the City of College Station represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of supplies and materials;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. College Station Independent School District and City of City of College Station Purchasing Managers shall be authorized to jointly prepare items, goods, equipment and services to be bid.
2. The Purchasing Managers shall allocate the purchases to be made and the cost of advertising shall be borne equally by each entity.

3. The College Station Independent School District and the City of College Station Purchasing Managers shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids as may be required for the purchase of any commodity provided. The City of College Station and College Station Independent School District shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.
4. Each entity shall pay invoices directly to the suppliers of goods on those items that are invoiced and delivered directly to each respective entity.
5. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids for commodities subject to this Agreement on its own behalf.
6. Each entity shall handle the purchases as any other purchase and ensure that all applicable laws and ordinances have been satisfied.
7. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2003. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.
8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
9. **Termination.** **By College Station Independent School District or the City of College Station.** This Agreement may be terminated at any time by **College Station Independent School District or the City of College Station**, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.
10. **Hold Harmless.** **College Station Independent School District and the City of College Station agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.**

Invalidity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station: Purchasing Department
City of College Station
1101 Texas Ave.
College Station, Texas 77840

College Station ISD: Purchasing Department
College Station ISD
1812 Welsh Street
College Station, Texas 77840

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
14. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
17. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
18. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless

the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

- 19. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 20. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
- 21. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF COLLEGE STATION

COLLEGE STATION ISD

BY: _____
RON SILVIA, Mayor

BY: *Susan Lowy*
SUSAN LOWY, President

DATE:

DATE:
3/18/03

ATTEST:

CONNIE HOOKS, City Secretary

ATTEST:

Dayne Foster
DAYNE FOSTER, Secretary

APPROVED:

THOMAS E. BRYMER, City Manager

Carla A. Robinson
City Attorney

CHARLES CRYAN, Director of Fiscal Services

RESOLUTION

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 The City of College Station providing for additional sources for goods and services. Designating Mark Pantel, Coordinator of Purchasing, as official representative of CSISD relating to this program.

WHEREAS, the Board of Trustees of CSISD has been presented a proposed Interlocal Agreement by and between The City of College station and CSISD and its citizens, are hereby in all things approved.

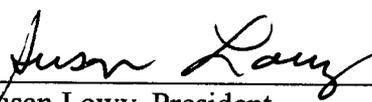
WHEREAS, College Station Independent School District, College Station, Texas pursuant to the authority granted under sections 791.001 to 791.029 of the Texas Local Government Code, V.T.C.A., as amended, desires to participate in the described purchasing cooperative offered by The City of College Station, and in the opinion that participation in this program offered will be highly beneficial to the taxpayers through the anticipated savings and improved efficiency to be realized.

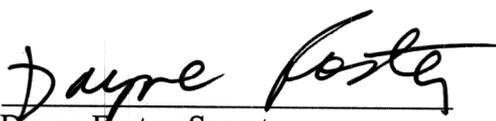
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION, TEXAS

- 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 and in the best interest of CSISD and its citizens or hereby in all things approved.
- Section II Mark Pantel, Coordinator of purchasing of CSISD under the direction of the Board of Trustees of CSISD in all matters related 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 18th day of March 2003.

ATTEST:


Susan Lowy, President


Dayne Foster, Secretary