

**INTERLOCAL GOVERNMENT COOPERATION AGREEMENT
AND INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE AMARILLO INDEPENDENT SCHOOL DISTRICT
AND THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

This Interlocal Government Cooperation Agreement and Interlocal Purchasing Agreement between the Amarillo Independent School District and the Ector County Independent School District ("Agreement") is entered into on the last day written below between the Amarillo Independent School District and the Ector County Independent School District, both independent school districts operating under the laws of the state of Texas.

WHEREAS, both the Amarillo Independent School District, hereinafter "Amarillo," and the Ector County Independent School District, hereinafter "Ector County," hereinafter known collectively as the "Parties" or in the singular as a "Party," have each determined a need for a cooperative agreement to purchase goods and services in order to avoid duplicate procurement efforts and to obtain the benefits of volume purchasing and economies of scale. The Parties have determined a need for cooperation exists in providing any other governmental function authorized by law under this Agreement.

WHEREAS, the Parties are authorized to enter into this Agreement by the express provisions or Texas Government Code Chapter 791 and further authorized by chapter 271 of the Local Government Code to pursue mutually beneficial cooperative purchasing programs.

WHEREAS, this Interlocal Agreement and Purchasing Cooperative Agreement provides to the Parties the ability to realize substantial savings efficiencies and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

NOW THEREFORE, in consideration of the mutual obligations and benefits to be obtained by the terms of the Agreement herein and the mutual promises, inducements, covenants, agreements, conditions, stipulations and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Amarillo and Ector County stipulate and agree as follows:

Article 1.

Purpose

The purpose of this Agreement is to provide Amarillo and Ector County with additional purchasing options for goods and services as permitted under Section 271.102 of the Local Government Code, permitting school districts to participate in cooperative purchasing programs, and Section 44.031, *et seq.* of the Texas Education Code, laying out procedures for purchase contracts. The procurement and purchase which is the subject of this Agreement is limited to insurance products and insurance services ("Insurance") needed by the Parties. Any other use of this Agreement shall be authorized by subsequent resolutions adopted by the Boards of Trustees of each of the Parties.

The Parties individually certify the following: that the services specified herein are necessary and essential for activities that are properly within the statutory functions of the affected governmental entities; that the proposed arrangement serves the best interest or efficient and economical administration of public funds and school district governance; and that the goods, services, supplies or materials acquired under this Agreement shall be acquired in accordance with the laws of the state of Texas.

The Parties, in contracting for Insurance, agree to extend competitive procured contracts for shared use to the extent permitted by law and agreed upon by the Parties and vendors. This Agreement does not create a partnership, association, joint venture, or trust.

Article 2.

Term

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall extend for a period of one (1) year. This Agreement shall automatically renew annually for no more than four (4) renewal terms and shall remain in full force and effect unless superseded by a supplemental written Agreement signed by the Parties, terminated as provided in this Agreement, or if either party gives thirty (30) days written notice prior to any renewal period that they do not wish to renew the Agreement for a subsequent term.

Article 3.
Termination

A Party may withdraw from this Agreement by providing ninety (90) days written notice to the other Party in the manner specified herein. However, termination of the Agreement by a Party shall not terminate an existing contract between a Party and any vendor although the terms of the existing contract may not be revised once the withdrawal notice has been given.

Article 4.
Authority Under this Agreement

Within three (3) Business Days from the Effective Date, if differing from the person or persons noted below, each Party will designate a person or position to act on its behalf in all matters related to the Agreement.

All purchases will be initiated by purchase order from Amarillo, with notice to Ector County, and then directed to the insurance vendor(s). The insurance vendor will invoice each Party separately. Invoicing and cost allocation for each Party will be determined by the respective insurance companies, based on engineering data, catastrophe modeling, property values, construction characteristics, and claim history. Amarillo shall be responsible for ordering, procurement, inspection and acceptance of goods and services. Each purchasing Party will be individually responsible for the insurance vendors' compliance with provisions relating to the quality of items, services provided, terms and times of delivery. Amarillo is not responsible or liable for the performance of any vendor used as a result of this Agreement.

Ector County hereby makes, constitutes and appoints Amarillo its true and lawful purchasing agent for the procurement, purchase and acquisition of Insurance. Ector County agrees and acknowledges that Amarillo shall serve as the purchasing agent for Insurance and agrees that the procurement shall be conducted by Amarillo according to its established procurement procedures in accordance with applicable state law.

Article 5.
Current Revenue

The Parties stipulate and warrant that all payments, expenditures, contributions, fees, costs and disbursements if any, required of it hereunder or required by any other Agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, which shall include any exhibit, attachment, or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Party to this Agreement.

Article 6.
Obligations

The independent and separate financial obligations of the Parties if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

Article 7.
Representatives

The representatives of the Parties are as follows:

Amarillo Independent School District:

Daniel West

Chief Financial Officer

(806) 326-1120

Daniel.West@amaisd.org

Ector County Independent School District:

Albessa Chavez

Chief Financial Officer

802 N. Sam Houston

Odessa, Texas 79761

(432) 456-9491

Article 8.

Notices

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the respective representative set out herein or to his or her designee.

Article 9.

Confidentiality

The Parties stipulate that in the course of this Agreement, there may be exchanged information otherwise considered confidential by law. Nothing contained in this Agreement shall change or modify the protection of confidential information enjoyed by each Party respectively. Each Party commits to use its best efforts to maintain the confidentiality of any such information of the other Party.

Article 10.

Immunity

The Parties stipulate and agree that each enjoys a series of governmental and statutory immunities. No term of this Agreement shall serve to limit or waive any such immunity. As a result, neither Party to this Agreement makes any indemnification to the other.

Article 11.

Mandatory Dispute Resolution

In the event of a dispute under this Agreement, each Party agrees to participate in non-binding mediation prior to the commencement of any legal or administrative proceeding against each other for any alleged violation of the Agreement. The mediator will be chosen by mutual consent of the Parties, and both Parties will cooperate in selecting a qualified individual with experience to serve as mediator. Mediation shall be in-person in Lubbock, Lubbock County, Texas; alternatively, if agreed to by the Parties, mediation may be conducted virtually. Costs of mediation shall be evenly split between the Parties.

Article 12.
Force Majeure

Neither Party hereto shall be liable or responsible to the other for any loss or damage reported or for any delays or failure to perform arising out of or caused, directly or indirectly by circumstances beyond its reasonable control, including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, governmental authority or other circumstances ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, each Party to this Agreement stipulates and agrees to use its best effort to mitigate the impact of the occurrence so that the Parties may continue to provide critical services under this Agreement during the Force Majeure Occurrence.

Article 13.
General Provisions

A Choice of Law: This Agreement shall be construed in accordance with the laws of State of Texas without regard to conflict of law principles.

B. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

C. Severability: In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

D. Entire Agreement: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

E. Recitals: The recitals to this Agreement are incorporated herein.

F. 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.

G. No Assignment: The Parties may not assign or transfer their rights under this Agreement.

H. Compliance with Law: Each party is responsible for complying with any additional or varying laws and regulations regarding purchases.

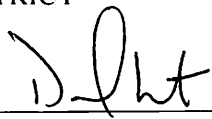
I. No Waiver of Rights: Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

J. Gender: Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

K. Rules of Construction: This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement and no provision of this document shall be construed or interpreted to the disadvantage of any party hereto by any Court or other government or judicial authority by reason of such party having been deemed to have requested, structured, written, drafted or dictated such provisions.

The parties hereby have executed this Agreement by their duly authorized representatives in multiple original counterparts on the later of the dates noted below:

AMARILLO INDEPENDENT SCHOOL DISTRICT ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By:  _____

Printed Name: Daniel West

Title: Chief Financial Officer

Date: 10/13/26

By: _____

Printed Name: Albessa Chavez

Title: Chief Financial Officer

Date: