

**AGREEMENT BETWEEN KELLER ISD and  
BANK ONE,NA  
FOR PARTICIPATION IN CORPORATE TRAVEL CHARGE CARD PROGRAM**

A county, municipality, school district, education service center, or public junior/community college, which is a member of the State of Texas Cooperative Purchasing Program (Co-Op member) is authorized under Texas Government Code Title 10 Section 2171.055 to utilize the Texas Building and Procurement Commission (TBPC) State Travel Management Program (STMP) services and may participate in the Bank One,NA Corporate Travel Charge Card Contract between Bank One,NA and the TBPC.

In consideration of the mutual covenants and agreements, the parties hereto agree to the following:

The documents constituting this Agreement are the contract documents as defined in RFP #946-A1 which are incorporated herein by reference.

**Representations and Warranties of the Co-Op Member**

1. All Co-Op charges shall be for business purposes.
2. The rights and obligations of the Co-Op member under this Agreement are duly authorized, legal and valid, and this Agreement is a binding obligation of the Co-Op Member, enforceable against Co-Op Member in accordance with its terms.
3. Execution of this Agreement by the Co-Op Member and performance by the Co-Op Member of its obligations under this Agreement will not (i) constitute or result in a breach or default under Co-Op Member's charter or any contract to which Co-Op Member is a party or by which it is bound, or (ii) result in the violation of any applicable law, regulation, ordinance, judgment, decree or order.
4. All approvals and authorizations required to permit the execution, delivery, performance and consummation by Co-Op Member of this Agreement and transaction contemplated under this Agreement have been obtained.
5. Any Co-Op Member Charges by the Co-Op Member under this Agreement: (i) are duly authorized and constitute valid and binding obligations of the Co-Op Member, enforceable against the Co-Op Member, (ii) shall not cause the Co-Op Member to exceed any legal limits applicable to the Co-Op Member Charges when made, and (iii) constitute the legal expenditures of the Co-Op Member.

<hr/> <b>Co-Op Member</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>BANK ONE, NA</b>  By: _____ Name: _____ Title: _____ Date: _____
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**EFFECTIVE DATE** (Agreement not effective unless executed by Bank One): \_\_\_\_\_

**Certificate of Authority** (to be signed by Legal Counsel for Co-Op Member)

This certifies that \_\_\_\_\_ is authorized by ordinance or citation resolution to sign this Agreement on behalf of the named Co-Op Member and by so signing binds the Co-Op Member to all terms and conditions contained herein, without limitation, for the duration of said Agreement.

\_\_\_\_\_  
Name (*Print*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Texas Bar Number