



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

### Agenda Item Summary

Meeting Date: August 22, 2017

Purpose: ☐ Report Only ☐ Recognition ☒ Discussion/ Possible Action

From: Peggy Lee Gonzalez, Director of Purchasing

Item Title: Discussion and possible action to renew cooperative purchasing interlocal agreements.

#### Description:

##### Consent item:

South San Antonio ISD participates in purchasing cooperatives to participate in cost savings on products or services. The Board of Trustees have adopted the resolutions authorizing participation (enclosed). The statutory authority is granted under Title 7, Chapter 791 of the Texas Government Code.

#### Recommendation:

The District is recommending to renew the participation of the cooperative purchasing interlocal agreements for the 2017-2018 school year for the following: BuyBoard, Harris County Department of Education, HGACBuy, The Interlocal Purchasing System (TIPS), Texas Comptroller of Public Accounts, Purchasing Solutions Alliance (PSA), National IPA and U.S. Communities. The total participation cost for all of the cooperative purchasing agreements will not exceed \$100.

#### District Goal/Strategy:

Strategy 5 We will prioritize district revenues to guide student future choices.

Funding Budget Code and Amount:

CFO Approval

199-41-6495-00-726-899-000

APPROVED BY:

SIGNATURE

DATE

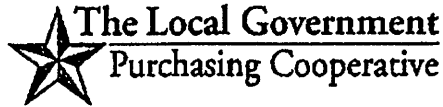
Chief Officer:

Superintendent:

*A. J. Escobedo* 8/9/17



ENTERED  
FEB 05 2007  
C.



South San  
Antonio ISD

Entity Name:

Received: #015-908

## INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

### I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice,

which will be effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

### **3. Termination.**

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
  - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

### **4. Payments by Cooperative Member.**

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative or its designee. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 31<sup>st</sup> day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, 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 procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **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 Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative 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 Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - e) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including,

but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **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.
17. **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.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,  
as acting on behalf of all other Cooperative Members

By: 

James B. Crow, Secretary

Date: 11/13/06**TO BE COMPLETED BY COOPERATIVE MEMBER:**

~~Luis M. Dueno~~ South San ISD  
(Name of Local Government)

By: 

Signature of authorized representative of Cooperative Member

Date: Jan 31/07Luis M. Dueno

Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

Luis M. Dueno  
Name  
Director of Purchasing  
Title  
2515 Bobcat Lane  
Mailing Address  
San Antonio, Texas  
City  
78224  
Zip  
210-977-7070  
Telephone  
210-977-7088  
Fax  
ldueno@ssnisd.net  
Email



**Master Service Interlocal Contract  
Between Harris County Department of Education  
& SOUTH SAN ANTONIO ISD**

**ANTONIO**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and SOUTH SAN ANTONIO ISD ("ISD"), located in SAN ANTONIO, Texas, for the purpose of providing services.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and ISD desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. **HCDE agrees to:**
    - Provide ISD with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
    - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
    - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
  - B. **ISD agrees to:**
    - Participate in any or all of the services that HCDE has to offer.
    - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
    - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of ISD.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE's service to ISD, ISD, its personnel and agents, shall not, directly or indirectly, whether for ISD's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: John E. Sawyer, Ed.D.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

SOUTH SAN ANTONIO ISD  
 Attn: ANDY A. ROCHA  
 Title: DIRECTOR OF PURCHASING  
 Address 1: 5622 RAY ELLISON  
 Address 2: SAN ANTONIO TX 78242  
 Phone: 210-977-7070  
 Email: arocha@southsanisd.net

9. Relation of Parties. It is the intention of the parties that ISD is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and ISD or HCDE and any of ISD's agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide ISD these services. During the Term of Contract, ISD reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By ISD upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the ISD. Both parties agree to allow the ISD to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services and Fuel Cooperative.

The ISD agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and ISD have executed this Contract to be effective on the date specified in Article 1. Term above:

SOUTH SAN ANTONIO I.S.D.  
Name of ISD

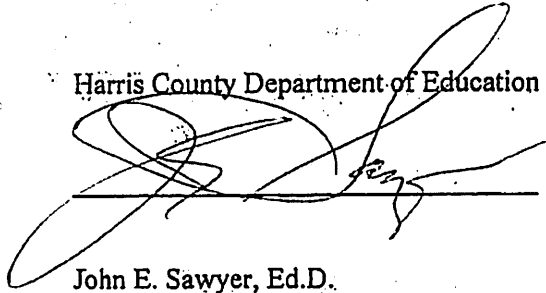
  
Authorized Signature

ANDY A. ROCHA  
Printed Name

DIRECTOR OF PURCHASING  
Title

5-29-2012  
Date

Harris County Department of Education

  
John E. Sawyer, Ed.D.

County School Superintendent

6/20/12  
Date

APPROVED BY BOARD OF TRUSTEES  
ON MAY 29, 2012



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* 5622 RAY ELLISON BLVD., SAN ANTONIO TEXAS 78242

### WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* 10/16/2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

#### ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* 10/17/2014 and ends \* 10/16/2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**\* SOUTH SAN ANTONIO I.S.D.**

Name of End User (local government, agency, or non-profit corporation)

**\* 5622 RAY ELLISON BLVD.**

Mailing Address

**\* SAN ANTONIO TX 78242**

City State ZIP Code

\*By: 

Signature of chief elected or appointed official

**\* Helen Madla, Board President 10/16/14**

Typed Name & Title of Signatory

Date

**BOARD APPROVED - OCTOBER 15, 2014**

**Houston-Galveston Area Council**

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

*\*Denotes required fields*

## \*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**  
**P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: SOUTH SAN ANTONIO I.S.D. County Name: BEXAR  
*(Municipality/County/District/etc.)*

Mailing Address: 5622 RAY ELLISON BLVD. SAN ANTONIO TEXAS 78242  
*(Street Address/P.O. Box) (City) (State) (ZIP Code)*

Main Telephone Number: (210) 977-7000 FAX Number: (210) 977-7019

Physical Address: \_\_\_\_\_  
*(Street Address, if different from mailing address) (City) (State) (ZIP Code)*

Web Site Address: www.southsanisd.net

Official Contact: ANDY A. ROCHA Title: DIRECTOR OF PURCHASING  
*(Point of Contact for HGACBuy Interlocal Contract)* Ph No.: (210) 977-7070 - \_\_\_\_\_

Mailing Address: 5622 RAY ELLISON BLVD Fx No.: (210) 353-1206 - \_\_\_\_\_  
*(Street Address/P.O. Box)* E-Mail Address: arocho@southsanisd.net

SAN ANTONIO TX 78242  
*(City) (State) (ZIP Code)*

Authorized Official: DR. ANTONIO JUAREZ Title: CHIEF FINANCIAL OFFICER  
*(Mayor/City Manager/Executive Director etc.)* Ph No.: (210) 977-7025 - \_\_\_\_\_

Mailing Address: 5622 RAY ELLISON BLVD Fx No.: (210) 977-7019 - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: ajuarez@southsanisd.net

SAN ANTONIO TX 78242  
*(City) (State) (ZIP Code)*

Official Contact: ANDY A. ROCHA Title: DIRECTOR OF PURCHASING  
*(Purchasing Agent/Auditor etc.)* Ph No.: (210) 977-7070 - \_\_\_\_\_

Mailing Address: 5622 RAY ELLISON BLVD Fx No.: (210) 353-1206 - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: arocho@southsanisd.net

SAN ANTONIO TX 78242  
*(City) (State) (ZIP Code)*

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Public Works Director/Police Chief etc.)* Ph No.: \_\_\_\_\_ - \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(EMS Director/Fire Chief etc.)* Ph No.: \_\_\_\_\_ - \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No.: \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
*(City) (State) (ZIP Code)*

\* denotes required fields

**INTERLOCAL AGREEMENT**  
**Region VIII Education Service Center**  
**TEXAS SCHOOL DISTRICT**

SOUTH SAN ANTONIO I.S.D.  
School District or Public Entity

015 - 908  
County-District Number

Region VIII Education Service Center

225 - 950  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended.

This Interlocal Agreement (hereinafter the "Agreement") is effective MAY 22, 2008 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public schools or institution of higher learning through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and institutions of higher learning through volume purchasing.

**Role of the Purchasing Cooperative:**

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

**Role of the Public School or Governmental Entity:**

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.

### **INTERLOCAL AGREEMENT, continued**

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

#### **General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

#### **Authorization:**

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

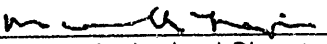


**INTERLOCAL AGREEMENT, continued**

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

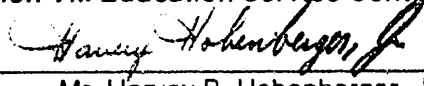
**Public District or Governmental Entity**

By:   
Authorized Signature

Title: MR. MANUEL LOPEZ-BOARD PRESIDENT

MAY 22, 2008  
Date

**Region VIII Education Service Center**

By:   
Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

5-22-09  
Date

**ANDY A. ROCHA-DIRECTOR OF PURCHASING****District or Entity Purchasing Contact Person**

2515 BOBCAT LANE  
Street Address

SAN ANTONIO, TX                      78224  
City, State                                      Zip

(210) 977-7070  
Purchasing Contact's Telephone Number

(210) 977-7019  
Purchasing Contact's Fax Number

arocho@southsanisd.net  
Purchasing Contact's Email Address

**District or Entity Technology Contact Person**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State                                      Zip

\_\_\_\_\_  
Technology Contact Telephone No.

\_\_\_\_\_  
Technology Contact Fax Number

\_\_\_\_\_  
Technology Contact's Email Address

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

## RESOLUTION

STATE OF TEXAS ) TO THE REGION VIII  
 ) EDUCATION SERVICE  
COUNTY OF **BEXAR** ) CENTER

WHEREAS, the Board of Trustees of **\*SSAISD**, Texas, pursuant to the  
(Name of LEA)

authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in described purchasing programs of the Region VIII Education Service Center, and in the opinion that participation in these programs will be highly beneficial to the taxpayers through the anticipated savings to be realized, now therefore, be it

RESOLVED that we request the Region VIII Education Service Center to include a stated need for : ☒ The Interlocal Purchasing System (TIPS)

On the Region VIII Education Service Center's annual contracts for the above items, whereby

**MR. RON DURBON** \_\_\_\_\_, Superintendent, is authorized and directed to sign and deliver all or any  
(Name of Superintendent)

necessary requests and other documents in connection therewith for and on behalf of

**SOUTH SAN ANTONIO** Independent School District.  
(Name of L.L.A.)

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Board of Trustees of SOUTH SAN ANTONIO Independent School District and that the same now appears of (Name of LEA) record in my office.

In witness thereof, I have hereunto set my hand and affixed my official seal this 22 day of

MAY . 2008

By: muck  
(Authorizing Signature)

**MR. MANUEL LOPEZ, BOARD PRESIDENT**  
(Name & Title of Board Chairperson)

**SOUTH SAN ANTONIO I.S.D.**  
(Name of LEA)

*Ron Osborn*  
(Superintendent Signature)

**MR. RON DURBON**  
(Printed Name)

\*SSA1SD-SOUTH SAN ANTONIO I.S.D.

*This legal document will remain current on file until either party severs the agreement.*



**GLENN HEGAR    TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

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P.O.Box 13186 • Austin, TX 78711-3186

PEGGY GONZALEZ  
SOUTH SAN ANTONIO ISD  
5622 RAY ELLISON BLVD  
SAN ANTONIO TX 78242

Account number:    S1058

RE:    State of Texas Cooperative Purchasing Program  
       Annual Membership Renewal

Dear Peggy Gonzalez,

Now is the time to keep the state of Texas' \$13 billion purchasing power working for you. Your entity's State of Texas Cooperative Purchasing Program (CO-OP) membership will expire on

Your CO-OP membership lets you enjoy the ability to save money on goods, save time by ordering through existing state contracts and order thousands of items online using the TxSmartBuy system. You also get the peace of mind knowing that the Texas Comptroller's office stands behind all contracts to ensure they offer the best value for the state of Texas.

To ensure uninterrupted access to all of the advantages of your CO-OP membership, including term contracts, TXMAS and travel contracts, please send your membership fee by

Everything you need to know to make the most of your CO-OP membership is on our website at [www.comptroller.texas.gov/procurement/prog/coop](http://www.comptroller.texas.gov/procurement/prog/coop) and in our CO-OP manual, listed on the site under "Publications" on the left-hand column.

We're at your service: Please feel free to contact us at 512-463-3368 if you ever have any questions or comments about this program. **If you choose not to renew**, please call or email us at [coop@cpa.texas.gov](mailto:coop@cpa.texas.gov) to let us know why.

Thank you for your participation.

Sincerely,  
State of Texas CO-OP Team



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

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P.O.Box 13186 • Austin, TX 78711-3186

PEGGY GONZALEZ  
SOUTH SAN ANTONIO ISD  
5622 RAY ELLISON BLVD  
SAN ANTONIO TX 78242

**Final Notice**

**State of Texas Cooperative Purchasing Program (CO-OP)  
Annual Membership Participation Fee**

Account number: S1058

Authorized signers: PEGGY GONZALEZ

Primary e-mail address: pgonzalez2@southsanisd.net  
Secondary e-mail address:

NOTE: If your agent of record (contact person) has changed, please go to [www.comptroller.texas.gov/procurement/prog/coop/coopform](http://www.comptroller.texas.gov/procurement/prog/coop/coopform) and complete the name change form.

**DUE DATE:**

State of Texas CO-OP annual membership participation fee: \$100

Please make your check payable to: State Comptroller

Mailing address: Texas Comptroller of Public Accounts  
P.O. Box 13186  
Austin, TX 78711

Questions? Call 512-463-3368, or e-mail [coop@cpa.texas.gov](mailto:coop@cpa.texas.gov).

Amount enclosed: \$ \_\_\_\_\_

NOTE: Payment must be received by the due date to ensure uninterrupted access to CO-OP membership contracts.

***Return this invoice with payment***

# Purchasing Solutions Alliance

*a purchasing cooperative for public agencies*



## INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Brazos Valley Council of Governments, hereinafter referred to as "BVCOG," having its principal place of business at 3991 East 29<sup>th</sup> St., Bryan, Texas 77802, and South San Antonio I.S.D., a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Cooperative Member," having its principal place of business at South San Antonio I.S.D.

WHEREAS, BVCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, BVCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, BVCOG has instituted a cooperative purchasing program, hereinafter referred to as the "Purchasing Solutions Alliance" or "PSA," under which it contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on September 13, 2010 (Date), and that it desires to contract with BVCOG on the terms set forth below;

NOW, THEREFORE, BVCOG and the Cooperative Member do hereby agree as follows

RECEIVED

### ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to BVCOG that it is eligible to contract with BVCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

SEP 20 2010

### ARTICLE 2: APPLICABLE LAWS

BVCOG and the Cooperative Member agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

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 for one (1) year. 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 Article(s) 7 or 8.

#### **ARTICLE 5: SCOPE OF SERVICES**

The Cooperative Member appoints BVCOG its true and lawful purchasing agent for the purchase of certain products and services through the **Purchasing Solutions Alliance** cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by BVCOG, and at the prices available and published by BVCOG. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

#### **ARTICLE 6: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall BVCOG have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its PSA program.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. BVCOG reserves the right to make changes in the scope of products and services offered through the PSA cooperative purchasing program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

BVCOG or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

#### ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

#### ARTICLE 12: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

Brazos Valley Council of Governments  
Purchasing Solutions Alliance  
3991 East 29<sup>th</sup> St.  
Bryan, Texas 77802

Ter Wilkinson, Jr.  
BVCOG Executive Director or Designee

[Signature]  
Signature of Executive Director or Designee

Date: 9/20/10

Michael D. Lucas  
Attest: PSA Senior Contract Officer

[Signature]  
Signature of PSA Senior Contract Officer

Date: 9/20/10

South San Antonio I.S.D.  
Name of Cooperative Member

5622 Ray Ellison Blvd.  
Mailing Address

San Antonio, TX 78242  
City, State, ZIP Code

Andy A. Rocha, Dir. of Purchasing  
Name & Title of Chief Elected Official or Designee

By: [Signature]  
Signature of Chief Elected Official or Designee

Date: 9/13/10

Approved by the Board of Trustees  
on November 15, 2008