

INTERLOCAL AGREEMENT

Texas Community College Cooperative Purchasing Network Administered by the Texas Association of Community Colleges

This agreement ("Agreement") is made by and between the Texas community college named below ("College") and the Texas Association of Community Colleges ("TACC"), a non-profit corporation.

In accordance with the provisions of the Texas Government Code, Chapter 791, Interlocal Cooperation Act, the parties to this Agreement desire to establish a cooperative purchasing network ("Network") for the benefit of all member community colleges.

In signing this Agreement, the College designates TACC as the administrator of the program. TACC, as administrator, will provide the services as described herein. Further, to the extent permitted by law and in compliance with said law, the TACC may (a) solicit competitive bids or proposals and award cooperative contracts for goods and services; and (b) partner with member colleges to award contracts through a "piggyback" cooperative model.

A Cooperative Purchasing Advisory Committee appointed by the TACC president, consisting of seven representatives from member colleges, will provide advice to the TACC regarding the direction and establishment of the procedures for the Network. The representatives shall be persons in charge of the administration, business, or purchasing functions for the member college. The direction and procedures for the program will be established by the Executive Committee of the TACC. The Network will be directed by the Director of Cooperative Purchasing for the TACC.

Member colleges may, at their sole discretion, make purchases under cooperative contracts and agreements established under the Network. Purchase orders, referencing the applicable cooperative contract name or number, are to be sent directly to the vendor with a copy sent to the TACC Director of Cooperative Purchasing. Payments are made directly to the vendor by the college making the purchase. Only colleges who have executed this Agreement are authorized to purchase under the Network contracts.

Purchases, payments, and disputes (if any) that arise under the cooperative contracts are of concern only between the individual member college and vendor. Neither the TACC nor any other member college has the authority to obligate or make commitments in any manner whatsoever on behalf of the college named on this Agreement. Neither the TACC nor any other member college has any liability or responsibility collectively or individually, to any other college participating in this program. To the extent permitted by the Texas Constitution and laws, the parties to this Agreement agree to indemnify, defend and hold each other harmless from any claim of loss or damage that may arise from their willful misconduct or an unlawful act or omission.

Cooperative contracts will be solicited and awarded in accordance with the laws of the State of Texas by either the Network or a member college. Purchases made under the cooperative contracts by the College named on this Agreement are voluntary and the college is under no obligation to make any purchases whatsoever.

This Agreement shall apply and remain in effect for a period of one year from the date of execution and renew automatically each year unless either party notifies the other in writing 30 days prior to the end of the original term or an automatically renewed term that it wishes to terminate the Agreement.

TACC will organize and administer the cooperative purchasing Network. The purpose of this cooperative is to increase the effectiveness and efficiency of participating community colleges. The goal of the cooperative is to obtain substantial savings for participants through volume purchasing processes. As administrator for the program, TACC will:

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 solicitation process.
5. Provide members with procedures for utilizing the awarded contracts.

As participant in the program, the College agrees to:

1. Commit to purchase products and services pursuant to the cooperative contracts when it provides the best value to the College.
2. Prepare purchase orders issued to the appropriate vendor from the official contract award list provided by the TACC and provide a copy of the purchase order to the TACC Director of Cooperative Purchasing.
3. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
4. Pay vendors in a timely manner for all goods and services received.

The parties to this Agreement shall agree to make payments for governmental functions or services from current revenues only. The College will pay a fee to TACC for the administrative service provided under this agreement related to the cooperative purchasing program as set by TACC from time to time with the advice of the Cooperative Purchasing Advisory Committee.

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such section within two (2) weeks after a ruling has been made.

This Agreement shall be construed to be in accordance with the laws of the State of Texas.

This Agreement, made and entered into this _____ day of _____, 20____, by and between

_____ and Texas Association of Community Colleges.
College

_____ Texas Association of Community Colleges
College

Signature

Signature

Printed Name

Rey Garcia, Ph.D.
President/CEO
1304 San Antonio, Suite 201
Austin, Texas 78701
Phone: (512) 476-2572

Title

Address

City State Zip

Phone Fax

Email