

INTERLOCAL AGREEMENT FOR PURCHASING SERVICES
BY AND BETWEEN THE CITY OF ROSENBERG AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, TEXAS

This **Interlocal Agreement for Purchasing Services** (the “Agreement”) is made and entered into pursuant to Chapter 791, Texas Government Code, and Chapter 271, Texas Local Government Code, by and between the City of Rosenberg, Texas (“Rosenberg”), a home-rule municipality, and Lamar Consolidated Independent School District, Texas (“Lamar CISD”), a political subdivision of the State of Texas.

WHEREAS, Rosenberg desires Lamar CISD’s assistance in purchasing certain goods and services; and

WHEREAS, Lamar CISD desires Rosenberg’s assistance in purchasing certain goods and services; and

WHEREAS, Lamar CISD is capable of and willing to assist Rosenberg in purchasing certain goods and services as specified in this Agreement on behalf of Rosenberg for the benefit of Rosenberg’s residents and Rosenberg is willing to assist Lamar CISD in purchasing certain goods and services as specified in this Agreement on behalf of Lamar CISD for the benefit of Lamar CISD’s residents; and

WHEREAS, Rosenberg and Lamar CISD find that this Agreement serves a public purpose;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits to be derived hereunder, Rosenberg and Lamar CISD agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to provide for purchasing services.

ARTICLE II

TERMS AND CONDITIONS

- 2.01 Rosenberg appoints Lamar CISD as its true and lawful purchasing agent for the purchase of certain goods and services through Lamar CISD’s purchasing program.
- 2.02 Lamar CISD appoints Rosenberg as its true and lawful purchasing agent for the purchase of certain goods and services through Rosenberg’s purchasing program.

- 2.03 This Agreement shall apply only to those goods and services which either party desires to purchase for its own needs and for which the other part desires to purchase the same or similar goods and services under the same terms and conditions as would apply to the contracting party's own purchases, provided that, the contracted vendor agrees, as applicable, to purchases in Rosenberg under the contract between the vendor and Lamar CISD or the purchases in Lamar CISD under the contract between the vendor and Rosenberg.
- 2.04 The goods and services purchased pursuant to the Agreement shall be procured in accordance with Texas law. The cost for goods and services purchased by Rosenberg pursuant to this agreement shall be the prices as reflected by a contract executed by Lamar CISD. The cost for goods and services purchased by Lamar CISD pursuant to this Agreement shall be the prices as reflected by a contract executed by Rosenberg.
- 2.05 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by the contracting party. The contracting party shall be responsible for and shall incur all cost for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the procurement of the goods and services hereunder. The contracting party shall also be responsible for receiving, opening and awarding contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the purchasing party at all reasonable times for inspection.
- 2.06 Nothing herein shall obligate either party to purchase any goods or services from the other party nor shall either party be obligated to include the other party in any procurement effort.

ARTICLE III

DISPUTES

- 3.01 Lamar CISD and Rosenberg agree that the ordering of goods and services purchased pursuant to this Agreement shall be each party's individual responsibility and that any dispute arising between the contracted vendor and Rosenberg shall be handled between Rosenberg and the contracted vendor, and any disputes arising between the contracted vendor and Lamar CISD shall be handled between Lamar CISD and the contracted vendor. Contracted vendors shall bill each party directly for the goods and services ordered by it.

ARTICLE IV

LIABILITY

- 4.01 Both parties shall be responsible to the contracted vendor only for the goods and services ordered by and received by it, and shall not by the execution of this Agreement assume and liability or waive any rights under the applicable contract or as provided by law.

ARTICLE V

PRICE AND PAYMENT OF GOODS AND SERVICES

- 5.01 Goods and services purchased pursuant to this Agreement will be purchased for the price stated in the contract received and awarded by the contracting party to the vendor. Each party agrees to pay the vendor directly for all goods and services delivered, requested or picked up by the party in accordance with the price specified in the contracting party's contract with the vendor. Both parties agree to pay for such purchases in accordance with Chapter 2251, Texas Government Code.
- 5.02 Ownership of goods purchased by Rosenberg shall transfer directly from the contracted vendor to Rosenberg. Ownership of goods purchased by Lamar CISD shall transfer directly from the contracted vendor to Lamar CISD.

ARTICLE VI

APPLICABLE LAWS

- 6.01 Rosenberg and Lamar CISD agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII

NOTICES

- 7.01 All reports, payments, invoices and other notices required to be given in connection with this Agreement shall be addressed as follows:

if to City of Rosenberg:

City of Rosenberg
P.O. Box 32
2110 4th Street
Rosenberg, TX 77471
Attn: City Manager or Designee

if to Lamar CISD:

Lamar CISD
3911 Avenue I
Rosenberg, TX 77471
Attn: Superintendent or Designee

ARTICLE VIII

TERM

- 8.01 The term of this Agreement shall commence upon approval of both parties. This agreement shall automatically renew annually unless sooner terminated as provided in this agreement. Rosenberg or Lamar CISD may terminate this Agreement at any time and for any reason by giving sixty (60) days advance written notice of termination to the other party.

ARTICLE IX

CURRENT REVENUES

- 9.01 Rosenberg and Lamar CISD understand and agree that each party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to each party. Further, Rosenberg and Lamar CISD affirmatively find that the division of costs associated with this Agreement fairly and adequately compensates each party for its services or functions performed under this Agreement.

ARTICLE X

ASSIGNABILITY

- 10.01 Neither party shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder.

ARTICLE XI

WHOLE AGREEMENT

- 11.01 This Agreement, as provided herein, constitutes the complete agreement between parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provides herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE XII

SEVERABILITY

- 12.01 This Agreement is made and is interpreted under the laws of the State of Texas. In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been part of this Agreement.

ARTICLE XIII

AUTHORITY

- 13.01 Rosenberg and Lamar CISD each represent that this Agreement has been executed by duly authorized representatives of each entity.

(Execution Page to Follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF ROSENBERG, TEXAS

LAMAR CISD, TEXAS

John Maresh, City Manager

Dr. Roosevelt Nivens, Superintendent

Date

Date

ATTEST:

ATTEST:

City Secretary

Secretary

Date

Date

SEAL:

SEAL: