

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

THE STATE OF TEXAS '

COUNTY OF POTTER '

This Interlocal Cooperation Agreement and Purchasing Cooperative 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 Amarillo Independent School District, hereinafter "Amarillo" and the Ector County Independent School District, hereinafter "Ector County," hereinafter known as the "Parties" or 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 of 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 by satisfying the provisions of Section 271.102 of the Local Government Code and Section 44.301 and following of the Texas Education Code. The procurement and purchase which is the subject of this Agreement is limited to insurance products and services 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 further stipulate and agree that this is a Interlocal Cooperation Agreement and Purchasing Cooperative Agreement may be expanded and extended for any legal use providing a governmental function or service that each Party to the contract is authorized to perform individually.

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 serve the best interest of 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 the purchase of supplies, materials, equipment and services 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.

The additional purpose of this Agreement is to allow the parties to cooperate in the performance of any other government function authorized by law and by subsequent resolutions adopted by the Boards of Trustees of each of the Parties.

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 five (5) years. This Agreement shall renew annually and shall remain in full force and effect unless superseded by a supplemental written Agreement signed by the Parties or terminated as provided in this Agreement.

Article 3.

Termination

A Party may withdraw if participation 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

Each Party will designate a person or position to act on its behalf in all matters related to the Interlocal Government Cooperation Agreement and the Cooperative Purchasing Program.

All purchases will be affected by purchase order from the Amarillo Independent School District, with notice to Ector County and then directed to the vendor(s). The consultant will invoice each party separately on an agency bill basis. The future invoices will be determined based on the current rate per \$100 of value. Any subsequent increases or decreases in rates will be issued to each entity on an equal percentage basis. The ultimate purchasing Party shall be responsible for its own ordering, inspection, and acceptance of goods and services. Each purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items, terms and times of delivery. The originating contracting Party, in this case 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 various commodities, goods and services. Ector County agrees that Amarillo shall serve as the purchasing agent for selected items 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, then the 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:

Pati Buchenau
Deputy Superintendent & Chief Financial Officer
(806) 326-1120
pati.buchenau@amaisd.org

Ector County Independent School District:

Cortney Smith
Executive Director of Operations
802 N. Sam Houston
Odessa, Texas 79761
(432) 456-9652

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 except as to his performance of responsibilities set forth in this Agreement.

Article 11.

Dispute Resolution

Any dispute between the Parties to this Agreement will be governed by alternative dispute resolution for use by governing bodies, Chapter 2009 Texas Government Code, and may be resolved by a mediation by mediator jointly agreed to by the Parties or, failing Agreement, by a mediator provided by the Center for Public Policy Dispute Resolution located at the University of Texas School of Law.

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. Venue and Choice of Law: Any action, real or asserted, at law or in equity arising on the basis of any provision of this Agreement, venue action shall lie in state courts located in Potter County, Texas or the United States District Court for the Western District of Texas, Amarillo Division. 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 in multiple original counterparts on this the _____ day of _____, 2020.

AMARILLO INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to form and legality by the attorney for the Amarillo Independent School District by the attorney for the Ector County Independent School District.

Attorney for the Amarillo Independent School District

Attorney for the Ector County Independent School District