



Interlocal Participation Agreement for the Goodbuy Purchasing Cooperative

This Interlocal Participation Agreement is entered into by and between the Goodbuy Purchasing Cooperative, and the Education Service Center, Region 2, a state agency of cooperating local governments, acting on its own behalf of all participating local governments, and the undersigned local government of the State of Texas (Program Member). Herein, referred to as Goodbuy. The purpose of this Agreement is to facilitate compliance with state bidding 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 Program Members.

Witnesseth:

WHEREAS, the Program Members are authorized by the Texas Government Code, Chapter 791, et seq., of the Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form Cooperative Purchasing Programs; and

WHEREAS, the Education Service Center, Region 2 is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Program Member does hereby adopt the Interlocal Participation Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of Goodbuy and further agrees to become an additional party to that certain Interlocal Agreement.

NOW BE IT RESOLVED that the undersigned Program Member in consideration of the agreement of the Goodbuy Purchasing Cooperative and the Program Members to provide services as detailed in this agreement does hereby agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Interlocal Cooperation Participation Agreement:

The Program Member by the adoption and execution of this Agreement hereby adopts and approves the Interlocal Participation Agreement.

2. Term:

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.

3. Termination:

(a) **By the Program Member:** This Agreement may be terminated by the Program Member at any time by thirty (30) days prior written notice to Goodbuy;

(b) **By the Program:** The Program may terminate this Agreement by giving thirty (30) days notice by certified mail to the Program Member if the Program Member fails to abide by this Agreement, or by state laws of the State of Texas or any procedure of the Program.



(c) **Termination Procedure:** If the Program Member terminates its participation during the term of this Agreement or breaches this Agreement, or if Goodbuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.

4. Program Reporting:

The Program Member shall provide monthly activity reports to Goodbuy (all purchases conducted through Cooperative contracts). These reports may be modified from time to time as deemed appropriate by Goodbuy.

GENERAL PROVISIONS

1. Authorization to Participate:

Each Program Member represents and warrants that its governing body has duly authorized its participation in the Goodbuy Purchasing Cooperative.

2. State Laws:

The Program Member and Goodbuy agree to abide by the State of Texas laws governing the Purchasing Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Program.

3. Cooperation and Access:

The Program Member and Goodbuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by Goodbuy or the Program Member. Goodbuy reserves the right to audit the relevant records of any Program Member, and vice-versa. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Program Member.

4. Coordinator:

The Program Member agrees to appoint a program coordinator who shall have expressed authority to represent the Program Member, and Goodbuy will not be required to contact any other individual regarding program matters. Any notice to the coordinator shall be binding upon the Program Member. The Program Member reserves the right to change the coordinator as needed by giving written notice to the Goodbuy Administrator within 10 days. Such notice is not effective until received by Goodbuy.

5. Defense and Prosecution of Claims:

The Program Member authorizes Goodbuy to regulate the commencement, defense, intervention, or participate in a judicial, administrative, or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of Goodbuy and/or any past or current Program Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, at the Program's sole discretion, with respect to such litigation, claims or disputes. The Program Member does hereby agree that any suit brought against Goodbuy or a Program Member may be defended in the name of Goodbuy or the Member by the counsel selected by Goodbuy, at its sole discretion, or its designee, on behalf of and at the expense of Goodbuy as necessary for the prosecution of any litigation. The Texas School Law Bulletin, 2012 Edition - page 33, Section 8.006 Immunity from Liability: An employee or volunteer of a regional education service center is immune from liability to the same extent as an employee or volunteer of a school



district (added by Acts 1997 - 75th leg. ch.268, 1 eff. May 26, 1997). Full cooperation by the Program Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Program Member hereby designates Goodbuy to act as a class representative on its behalf in matters rising out of this Agreement.

6. Governance:

Goodbuy shall be governed by a Board of Trustees ("Board") for the Education Service Center, Region 2, in accordance with the laws of the State of Texas.

7. Limitations of Liability:

PROGRAM, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Warranty:

THE GOODBUY PURCHASING 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.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Merger:

The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the Goodbuy Purchasing Cooperative, and Program Member electing to participate in the Program.

10. Notice:

Any written notice to the Goodbuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: Goodbuy Bid Administrator, Education Service Center, Region 2, 209 North Water Street., Room 1-09, Corpus Christi, Texas 78401-2528.

11. Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and venue shall lie in Nueces County, Texas.

12. 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.



Purchasing Program of the Education Service Center, Region 2

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives;

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____

Melanie Canedo, MBA Goodbuy Relations Representative

(Name of Local Government)

By: _____ Date: _____

(Signature of authorized representative of Program Member)

Coordinator for the Program Member:

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Email: _____