Contract No. _____

THE STATE OF TEXAS

County of _____

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- *Interlocal Cooperation Contract*, Chapter 791, *Texas Government Code*
- *Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments,* Chapter 271, *Texas Local Government Code*
- *Fiscal Management,* Chapter 44, Subchapter B, Section 031 a(5), *Texas Education Code*
- *Bank of America Corporate Purchasing Card Agreement*

I. CONTRACTING PARTIES:

The Receiving Agency (Hereinafter referred to as "AGENCY"):

Name: _____

Address: _____

City, State Zip: _____

Phone: _____

The Performing Agency (Hereinafter referred to as "FWISD"):

Fort Worth Independent School District
100 N. University Drive,
Suite NW 140F
Fort Worth, Texas 76107
(817) 871-2153

II. STATEMENT OF SERVICES TO BE PERFORMED:

Bank of America will provide Purchasing Card Services to FWISD, the lead in the Texas consortium, and other agencies that join the consortium through an Interlocal Agreement with FWISD.

III. BASIS FOR CALCULATING AND PAYMENT OF REBATES:

Rebates from Bank of America will be paid directly to AGENCY annually based upon Schedule C of the *Bank of America Corporate Purchasing Card Agreement.*

IV. INTERLOCAL AGREEMENT COSTS:

There are no costs to be paid to FWISD by AGENCY to enter into this Interlocal Agreement. However, AGENCY will bear any and all costs associated with their business relationship with Bank of America.

V. TERM OF INTERLOCAL AGREEMENT:

The term of this Interlocal Agreement will begin upon date of execution and will be for a period of five years. FWISD retains the right to renew the contract for up to four additional one to five year periods as stated in the FWISD Proposal 06-028 Credit Card Services, which is incorporated herein as if fully set forth.

VI. TERMINATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

VII. INDEPENDENT CONTRACTOR

FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of AGENCY. FWISD shall have the exclusive control of, and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omission of its officers, members, agents, servants, and employees. Neither AGENCY nor FWISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

VIII. SEVERABILITY

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

IX. JURISDICTION

This Interlocal Agreement shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

X. PARTIES BOUND

This Interlocal Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

XI. SIGNATURE AUTHORITY

FWISD and AGENCY certifies that the person signing this Interlocal Agreement has been properly delegated this Authority.

XII. SOLE AGREEMENT

The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- FWISD Request for Proposal 06-028 - Credit Card Services
- Bank of America Response to Proposal 06-028 - Credit Card Services
- Bank of America Corporate Purchasing Card Agreement
- Interlocal Agreement

XIII. AMENDMENT

No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

RECEIVING AGENCY	PERFORMING AGENCY
	Fort Worth Independent School District
Name of Agency	Name of Agency
By:	By:
Authorized Signature	Authorized Signature
Title	Title
Date:	Date:
By:	By:
Attorney for Receiving Agency	Attorney for FWISD
Date:	Date:

Print Form