

**INTERLOCAL PURCHASE AGREEMENT**  
**BETWEEN THE AUSTIN INDEPENDENT SCHOOL DISTRICT**  
**AND THE CITY OF AUSTIN**

This Interlocal Purchase Agreement (the “Agreement”) is entered into by the Austin Independent School District and the City of Austin acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

**WHEREAS**, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

**WHEREAS**, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

**WHEREAS**, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

**WHEREAS**, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

**WHEREAS**, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

## **ARTICLE I PURPOSE**

1. The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend competitively procured contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement does not create a partnership, association, joint venture, or trust.

## **ARTICLE II TERM**

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall renew annually. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

## **ARTICLE III TERMINATION**

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor although the terms of the existing contract may not be revised once the withdrawal has occurred.

## **ARTICLE IV PURCHASING**

4. Each Party will designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases will be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by the purchasing Party as a result of this Agreement.

## **ARTICLE V CURRENT REVENUE**

5. The Parties 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, addendum 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.

## **ARTICLE VI FISCAL FUNDING**

6. The 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 VII MISCELLANEOUS**

7A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment**: This Agreement may be amended by the mutual written agreement of the Parties.

7C. **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.

7D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.

7E. **Entire Agreement**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by 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.

7F. **Recitals**: The recitals to this Agreement are incorporated herein.

7G. **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.

7H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

7I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7J. **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.

This Interlocal Agreement is executed to be effective the date of the last party to sign.

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mark Williams  
Title: President, Board of Trustees  
Address: Austin Independent School District  
1111 West Sixth Street  
Austin, TX 78703

**FOR AISD, APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Melvin E. Waxler, General Counsel

**CITY OF AUSTIN, TEXAS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:  
Title:  
Address: City of Austin

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\_\_\_\_\_  
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**FOR CITY, APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

David V. Sorola, Assistant City Attorney