

**THE ORGANIZATIONAL INTERLOCAL AGREEMENT**

**of the**

**Texas Local Government Statewide Purchasing Cooperative**

STATE OF TEXAS            ⊃  
  ⊃  
COUNTY OF TRAVIS       ⊃

This Organizational Interlocal Agreement ("Agreement"), effective the 26th day of January, 1998, and executed by and among the Rockdale ISD, the Lockhart ISD, the New Braunfels ISD, and the Hays Consolidated ISD, collectively referred to as the "Organizing Local Governments," and any other local government of the State of Texas that becomes a party hereto (who, together with the Organizing Local Governments, shall be collectively referred to as "Cooperative Members") and do hereby organize and create the Texas Local Government Statewide Purchasing Cooperative (Cooperative), an administrative agency created in accordance with Section 791.001 et seq. of the Texas Government Code ("the Act"), and, in accordance with these recitals:

**WITNESSETH**

WHEREAS, the Organizing Local Governments wish to create, in accordance with applicable Texas law, a purchasing cooperative to serve all participating local governments through the creation of a purchasing cooperative to assist Cooperative Members in compliance with state bidding requirements, in identifying qualified vendors of commodities, goods and services, in relieving the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings; and

WHEREAS, the Organizing Local Governments, acting in accordance with the Interlocal Cooperation Act (the "Interlocal Act"), Chapter 791, Texas Government Code, as amended, to cooperatively create the Cooperative for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs; and

WHEREAS, the Organizing Local Governments have additionally determined that other local governments qualified to do so should be permitted to join with them through execution of a Interlocal Participation Agreement, as parties to this Agreement, in order to fulfill their own respective public purposes by participation in the Cooperative;

NOW, THEREFORE, the Organizing Local Governments and such additional local governments as assent hereto, have agreed, and hereby do agree upon the following terms and conditions, to participate in the Cooperative:

**Article 1. Purposes of Cooperative.**

- (a) The Organizing Local Governments hereby agree to create the Cooperative for their benefit
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and for the benefit of other Cooperative Members.

- (b) Cooperative shall be administered in accordance with and subject to the terms of this Agreement, its Bylaws, and other documents necessary to implement and carry out the purpose of the Cooperative.
- (c) The purpose of the Cooperative is to obtain the benefits and efficiencies that can accrue to Cooperative Members by cooperating in the development of a concerted effort to comply with state bidding requirements, identification of qualified vendors of commodities, goods and services, relieving the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

## **Article 2. Governance.**

Cooperative shall be governed and managed by its Board in accordance with the Bylaws of Cooperative.

## **Article 3. Powers and Duties.**

The Organizing Local Governments and other Cooperative Members designate Cooperative as their administrative agency under the Act to administer the various programs selected by Cooperative Members.

The Organizing Local Governments hereby authorize the initial Board and the TASB Board to adopt the Cooperative Bylaws.

## **Article 4. Obligations of Cooperative Members.**

- (a) No Cooperative Member shall ever be liable to pay or be responsible for payment of any sum of money to Cooperative or to any other Cooperative Member or to any other person or party solely by reason of its execution of this Agreement.
- (b) Any obligation of a Cooperative Member to pay any money to Cooperative under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument (generally referred to as an Interlocal Participation Agreement) that has been formally and specifically approved by the governing body of the Cooperative Member, and which specifically states the purpose, terms, rights, and duties of the contracting parties.

## **Article 5. Additional Parties.**

Any local government, as defined in the Act, may become a party to this Agreement by the execution of an Interlocal Participation Agreement adopting this Agreement and electing to become a Cooperative Member.

## **Article 6. Term.**

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date.

**Article 7. Authorization of Participation.**

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

**Article 8. Current Revenue.**

The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements, if any, required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

**Article 9. Compensation.**

The parties agree that the contractual payment, if any, under this agreement are amounts that fairly compensate the respective parties for the services or functions performed under the Agreement.

**Article 10. Execution and Delivery.**

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.

EXECUTED AND DELIVERED by and between the Organizing Local Governments, and all local governments which subsequently elect to become Cooperative Members, as of the day and year first above written.

This Agreement is being executed by the Organizing Local Governments as separate agreements and at separate times, each of which shall be considered separately and collectively as an original complete copy of the Agreement, as if each Organizing Local government had executed the same copy.