

**INTERLOCAL AGREEMENT BETWEEN
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
BRYAN INDEPENDENT SCHOOL DISTRICT
AND
HEARNE INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as surplus sale or leasing of necessary equipment, supplies, services or other assets;

WHEREAS, College Station Independent School District, Bryan Independent School District and Hearne Independent School District desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, College Station Independent School District, Bryan Independent School District and Hearne Independent School District represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the sale or lease of equipment, supplies, services or other assets;

WHEREAS, the participating governments are of the opinion that cooperation in the sale or lease of equipment, supplies and services will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. College Station Independent School District and Bryan Independent School District Purchasing Directors and Hearne Independent School District Business Manager shall be authorized to jointly prepare request for proposals or request for information and other activity for the sale or lease of supplies, equipment, services or other assets.

2. The Purchasing Directors or Business Managers shall allocate the sales or leases to be made and the cost of advertising shall be borne according to the percentages and terms of item #3 below whenever cooperative sale or leasing is undertaken.
3. The College Station Independent School District and Bryan Independent School District Purchasing Directors and the Hearne Independent School District Business Manager shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, request for proposals or information as may be required for the sale or lease of any supplies, equipment, services or other assets. College Station Independent School District, Bryan Independent School District and Hearne Independent School District shall share any and all upfront costs related to any joint sale or lease pursuant to this Agreement as follows:

Bryan ISD- 34%, College Station ISD-33%, Hearne ISD-33%

The participating entities reserve the right to amend the percentage of upfront costs shared by each entity based on the results of the Request for Proposals received and the relative value received by each entity.

4. Participation of the entities in any cooperative sale or leasing activity is strictly voluntary. Nothing in this Agreement shall prevent an entity from selling or leasing and/or accepting a request for proposal for commodities, services or other assets subject to this Agreement on their own behalf.
5. Each entity shall handle the sale or lease as any other sale or lease and ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until August 31, 2007. 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. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** By College Station Independent School District, Bryan Independent School District and Hearne Independent School District.

This Agreement may be terminated at any time by any of the parties, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.

9. **Hold Harmless.** College Station Independent School District, Bryan Independent School District and Hearne Independent School District agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

College Station ISD: Purchasing Department
College Station ISD
1812 Welsh Street
College Station, Texas 77840

Bryan Independent School District:

Purchasing Department
Bryan ISD
101 North Texas Avenue
Bryan, Texas 77803

Hearne Independent School:
Business Office
Hearne ISD
900 Wheelock Street
Hearne, Texas 77859

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or

after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
19. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
20. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

BRYAN ISD

BY: _____
C. David Stasny, Board President

DATE:

ATTEST:

Carl Hasan, Secretary to the Board

APPROVED:

Mike Cargill, Superintendent

HEARNE ISD

BY: _____
James Taylor, Board President

DATE:

ATTEST:

Chris Lopez, Secretary to the Board

APPROVED:

David Deaver, Superintendent

COLLEGE STATION ISD

BY: _____
Tim Jones, President

DATE:

ATTEST:

Randall Pitcock, Secretary

APPROVED:

Eddie Coulson, Superintendent

RESOLUTION

A resolution of the Board of Trustees of College Station Independent School District (CSISD), College Station, Texas, approving the terms and conditions of an Interlocal Agreement between Bryan Independent School District and Hearne Independent school District providing for sale or lease of surplus equipment, supplies, services or other assets. Designating Mark Pantel, Director of Purchasing, as official representative of CSISD relating to this program.

WHEREAS, the Board of Trustees of CSISD has been presented a proposed Interlocal Agreement by and between Bryan ISD, Hearne ISD and CSISD and its citizens, are hereby in all things approved.

WHEREAS, College Station Independent School District, College Station, Texas pursuant to the authority granted under sections 791.001 to 791.029 of the Texas Local Government Code, V.T.C.A., as amended, desires to participate in the described purchasing cooperative Bryan Independent School District and in the opinion that participation in this program offered will be highly beneficial to the taxpayers through the anticipated savings and improved efficiency to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION, TEXAS

- Section I. The term and conditions of the agreement having been received by the Board of Trustees of College Station Independent School District and found to be acceptable and in the best interest of CSISD and its citizens or hereby in all things approved.
- Section II. Mark Pantel, Director of Purchasing of CSISD under the direction of the Board of Trustees of CSISD in all matters related to the agreement including the designation of specific contracts in which CSISD desires to participate.
- Section III. This resolution shall become effective from and after its passage.

Duly passed and approved this 20th day of November 2006.

ATTEST:

Tim Jones, President

Randall Pitcock, Secretary