

**ORIGINAL**

**INTERLOCAL AGREEMENT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
North East Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into between Harris County Department of Education ("HCDE") and North East ISD ("Cooperative Member") for the purpose of providing cooperative services is to obtain substantial savings for school districts and other government entities through volume purchasing in Harris County, Texas, and states the terms, roles and responsibilities of the contracting parties during the contract term.

This Contract is effective from November 27, 2007 and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause within thirty (30) days written notice.

Please check the program(s) you would like to participate in):

HCDE Purchasing Cooperative  HCDE (Gulf Coast) Food Cooperative

**HCDE Role & Responsibilities**

- Establish the administrative and organizational structure of the program.
- Provide all necessary supporting documents related to the bidding and vendor selection process.
- Establish the procedures for ordering, delivering, and billing.
- Obtain historical usage information from entities in preparing cooperative bids.
- When appropriate assist cooperative members in resolving buyer/seller discrepancies.

**Cooperative Member Role & Responsibilities**

- Assign or direct a person to act under the cooperative program.
- Abide by terms and conditions of the contract established by the purchasing cooperative and seller.
- Prepare purchase orders out to seller and pay invoices according to payment terms.
- Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.

**Terms**

1. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
2. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
3. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
4. This Contract does not create a joint venture or business partnership under Texas law.

5. The complete execution of this agreement between the parties named below is all the authorization required to participate in the programs named herein. Please send a signed Interlocal Agreement to the contact person and address listed below.

Agreed to:  
North East ISD

School District or Government Entity



Authorized Signature

Board President / 11-26-2007

Title/Date

David Bohannon

Contact Person

Senior Director of

Procurement & eCommerce

Title of Contact

8961 Tesoro Drive, Suite 317

San Antonio, Texas 78217

Address

210.804.7100

Phone Number:

[dbohan@neisd.net](mailto:dbohan@neisd.net)

e-mail address

Harris County Department of Education

  
Authorized Signature

Title/Date

Alfonso Saldivar, C.P.M.

Contact Person

Director of Purchasing

Title of Contact

6300 Irvington

Houston, Texas 77022-5618

(713) 696-8242

[asaldivar@hcde-texas.org](mailto:asaldivar@hcde-texas.org)

**Master Service Interlocal Contract  
Between Harris County Department of Education  
& North East ISD**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and North East ISD ("ISD"), located in San Antonio, Texas, for the purpose of providing services.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and ISD desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. ISD agrees to retain HCDE and HCDE agrees to provide requested programs, services, labor, and resources to ISD. The services provided by HCDE are those selected by ISD and made available from HCDE's separate programs and services, in accordance with an independent Addenda Contract ("Addenda"). HCDE shall perform such contractual services and responsibilities with reasonable care, skill, judgment, experience, and in a professional business-like manner.
2. Term. This Contract is effective from February 25, 2008 and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 14, below.
3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addenda for programs and services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

A. **HCDE agrees to:**

- Provide ISD with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
- Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.

B. **ISD agrees to:**

- Participate in any or all of the services that HCDE has to offer.
- Submit independent contracts for each of the programs it wishes to purchase/ collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.

5. Payment. Notwithstanding anything to the contrary, this Contract is contingent upon HCDE receiving sufficient payments. In the event HCDE does not receive sufficient payments, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each of the separate Addenda to this Contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from ISD and its employees, or by virtue of the performance of services under and pursuant to this Contract; and all information provided by HCDE to ISD in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of ISD, and shall not be used by HCDE directly or indirectly except with written permission from ISD.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to ISD, ISD, its personnel and agents, shall not, directly or indirectly, whether for ISD's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: John E. Sawyer, Ed.D.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

North East ISD  
Attn: David C. Bohannon  
Title: Sr. Dir. of Procurement & eCommerce  
Address 1: 8961 Tesoro Drive, Suite #317  
Address 2: \_\_\_\_\_  
Phone: 210.804.7100 x404  
Email: dbohan@neisd.net

11. Relation of Parties. It is the intention of the parties that ISD be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and ISD or HCDE and any of ISD's agents.
12. Hold Harmless. ISD shall protect and hold harmless HCDE from any and all, loss, claims, assessments, and suits in law or in equity, expenses, and attorney's fees, and damages arising from ISD's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.
13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide ISD these services. During the Term of Contract, ISD reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
14. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
- By ISD upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
15. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the ISD. Both parties agree to allow the ISD to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services and Fuel Cooperative.

The ISD agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addenda to the approved Master Interlocal Contract. The specific terms and conditions of the addenda will govern that individual contract. In the case of a conflict between the Master Contract and any addenda, the provisions of the addenda will govern.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
20. Funding. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

In witness whereof, HCDE and ISD have executed this Contract to be effective on the date specified in Article 2. Term above:

North East ISD

Name of ISD



Authorized Signature

Beth Plummer

Printed Name

Board President

Title

Harris County Department of Education



John E. Sawyer, Ed.D.

County School Superintendent