

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

BETWEEN COUNTY OF ECTOR AND Wise County, TEXAS

This agreement is made this 8th day of October, 2007 between the County of Ector, Texas and Wise County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Wise County, hereby makes, constitutes and appoints Ector County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Ector County will maintain a listing of Annual Contracts which are available for local entities use. Ector County will forward a copy of requested Annual Contract for the requesting entity use. Wise County agrees that Ector County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Ector County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Wise County agrees that all specifications for selected items shall be determined by Ector County.

III.

Wise County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the Wise County directly for all items purchased, and the Wise County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Wise County shall protect, defend, indemnify, and hold harmless Ector County and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action asserted by any party (including, but not limited to, employees of Wise County) that arise out of or are related to this agreement and are caused by or arise out of negligent acts or omissions or willful misconduct and result in personal injury (including bodily injury), illness, death, property loss, economic loss, damage, or any civil fines or penalties imposed by any governmental agency, officer, or court of law.

V.

Diana Alexander (name), Asset Control Specialist (title) is hereby designated as the official representative to act for the Wise County in all matters relating to this agreement.

VI.

This agreement shall take effect upon execution by both signatories.

VII.

This agreement shall be in effect from the date of execution until terminated, by either party to the agreement, upon written thirty (30) days notice, prior to cancellation, from one party to the other.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

ECTOR COUNTY

BY: Sam M. Ruff

TITLE: COUNTY JUDGE

DATE: 10/24/07

ENTITY Wise County, Texas

BY: Eric M. Chaney

TITLE: COUNTY JUDGE

DATE: OCTOBER 8, 2007