



Interlocal Contract for Cooperative Purchasing Services



Pursuant to Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program, this Interlocal Contract ("ILC") is made and entered into between Region 3 Education Service Center, 1905 Leary Lane, Victoria, Texas 77901, ("Region 3 ESC") and

\_\_\_\_\_, ("Participating Agency"), located at COMPLETE ENTITY NAME - PLEASE DO NOT ABBREVIATE

\_\_\_\_\_, for the purpose of providing/ ADDRESS - STATE - ZIP CODE participating in the cooperative purchasing services of Purchasing Cooperative of America ("PCA"). Collectively, Participating Agency and Region 3 ESC will be known as the "Parties".

1. No Membership Fee to Join/Participate in PCA.

- a. There is no fee for PCA Membership.

2. Region 3 Education Service Center - Duties and Responsibilities.

- a. Administer the Purchasing Cooperative of America national cooperative purchasing program, and hold the contracts.
b. The Board of Directors (or designee) will award the PCA contracts which have been competitively bid.
c. Provide service and support to PCA Members.

3. Participating Agency, as PCA Member - Duties and Responsibilities.

- a. Designate a contact person and update the contact information as necessary.
b. Provide an authorized signature on the Interlocal Contract.
c. Work with PCA Awarded Contractors according to the PCA contract.
d. Issue Purchase Orders to Vendors stating "Purchasing Cooperative of America" or "PCA" and "the Contract Number".
e. Send a copy of one of the following: POs or Invoices (state PO# & Contract # on it) or Internet Order Receipts (state PO# & Contract # on it) to pcamerica@pcamerica.org
f. Notify PCA at the address or email shown in paragraph 6 below of any substantial problems in quality of goods or performance of services with an Awarded Contractor under a PCA contract.

4. Payment for Goods and Services.

- a. Payments to Vendors must be made in accordance with state laws and local procedures applicable to PCA Member.

5. Governing Law and Venue.

- a. In Texas. Any issue concerning this Interlocal Contract or PCA Contracts in which Region 3 Education Service Center is involved shall be governed by the laws of the State of Texas, excluding the conflict of law provisions.
b. In Texas. Exclusive Venue for any litigation whatsoever involving Region 3 Education Service Center Purchasing Cooperative of America is the state district court of Victoria County, Texas.
c. Outside Texas. PCA Member's use of PCA Contracts shall be governed by the laws of the State of \_\_\_\_\_, excluding the conflicts of law provisions.
d. Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA Awarded Contractor from use of PCA Contracts is \_\_\_\_\_ (court jurisdiction).

6. Notification. All notices under this Interlocal Contract shall be sent to designated contact at the respective address indicated below. This contract is effective the date of the final signature and will remain in effect until and unless one (1) of the Parties terminates the agreement in writing with thirty (30) days' notice. Send the signed Interlocal Contract to Purchasing Cooperative of America, 11811 North Freeway, Suite #500, Houston, Texas 77060, or email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.

Participating Agency
Authorized Signature
Printed Name
Title
Date
Designated Contact
Title
Phone
email

Region 3 Education Service Center
Authorized Signature
Printed Name
Title
Date
Designated Contact
Title
Phone
email