

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY AND BRAZOS COUNTY, TEXAS**

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the “Agreement”) is made on the _____ day of _____, 2026, between Texas A&M University, a member of The Texas A&M University System, and an agency of the State of Texas, and Brazos County; jointly referred to herein as “parties” and each separately as a “party.”

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said parties enter into a mutually satisfactory agreement for the purchase of certain materials, supplies and services; 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;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties which will allow each party to purchase goods and services under each others competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

II. Term of Agreement

This Agreement shall be in full force and effect from the date it is duly executed by all parties and continues through five (5) years, unless terminated earlier by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions.

- a. The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the 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.
- b. This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless and otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attached to an email, (ii) by fax with a successful send confirmation, or (iii) by certified mail to address as listed herein:

Brazos County

County Judge
200 South Texas Ave. Suite 332
Bryan, TX 77803
(979) 361-4292

Texas A&M University

Director of Procurement Services
1477 TAMU
College Station, TX 77843
(979) 845-4534

With copy to:
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Contract Administration
Email: contracts@tamu.edu

III. Relationship of the Parties

- A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.
- B. The parties shall notify, using the notice procedures set forth in Section II. b, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses upon request.
- C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this agreement.

- D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.
- E. Purchasing Agent or their designee, is the official representative to act for Brazos County in all matter relating to this Agreement
- F. County Purchasing Agent or their designee is the official representative to act for Brazos County in all matters relating to this Agreement.

IV. Purchase of Goods and Services

- A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.
- B. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.
- C. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchases. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.
- D. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.
- E. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

V. Liability and Immunity Provisions

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employee's acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the

services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waives, modify, or alter to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas

VI. Miscellaneous

- A. Each party has the full power and authority to enter 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 party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interested in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Brazos County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II. A, and if appropriate, recorded as an amendment of this Agreement.
- G. 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 any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver

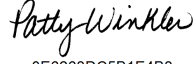
shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.

- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signature appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

TEXAS A&M UNIVERSITY

BRAZOS COUNTY

Signed by:

0E6263DC5B1E4B3

 Signature
 Patty winkler

 Name
 Executive Director of Procurement Services

 Title
 March 25, 2026 | 12:55:10 PM CDT

 Date

 Signature

 Name

 Title

 Date