


JUL 14 2017

UPSHUR COUNTY, TX  
BY  DEPUTY

**PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

BETWEEN UPSHUR COUNTY, TEXAS AND PANOLA COUNTY, TEXAS

This agreement is made this 10<sup>th</sup> day of July, 2017 between Upshur County, Texas and Panola 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 791.001-791.035 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.

Panola County hereby makes, constitutes and appoints Upshur County its true and lawful purchasing agent for the purchase of Pug Milling with Material Resources, Inc. contract. Upshur County will forward a copy of requested Annual Contract for the requesting entity use. Panola County agrees that Upshur County shall serve as the purchasing agent for selected items and agrees that the bidding shall be conducted by Upshur County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Panola County agrees that all specifications for selected items shall be determined by Upshur County.

III

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

conditions of delivery and quality of the purchased items.

IV.

Panola County shall protect, defend, indemnify, and hold harmless Upshur 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 that arise out for are related to this agreement.

V.

Panola County Commissioners' Court is the official representative to act for Panola 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.

UPSHUR COUNTY

BY: Dean Fowler



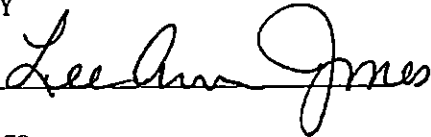
TITLE: County Judge

DATE:

7/14/17

PANOLA COUNTY

BY: Leeann Jones

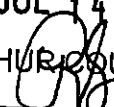


TITLE: County Judge

DATE:

7-10-17

FILED  
UPSHUR  
COUNTY CLERK

JUL 14 2017  
UPSHUR COUNTY, TX.  
BY   
DEPUTY