

INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE CITY OF LEWISVILLE, TEXAS AND THE CITY OF AUSTIN, TEXAS

This Interlocal Purchase Agreement (the "Agreement") is entered into between the City of Lewisville, Texas, and the City of Austin, Texas, acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code ("Chapter 271"), for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Gov't Code and Subchapter F of Chapter 271; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Gov't Code; and

WHEREAS, Section 271.102 of the Texas Local Gov't Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F of Chapter 271; and

WHEREAS, the Parties, acting by and through their respective governing bodies adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

1. The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts

for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

ARTICLE II TERM

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement shall renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

ARTICLE IV PURCHASING

4. Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a contract or purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts or purchase orders issued between the parties. The purchasing party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery, and originating party does not accept responsibility or liability for the performance of any vendor. The originating contracting Party does not represent or warrant the quality or capability of the vendor, and is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

ARTICLE V CURRENT REVENUE

5. The Parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties.

ARTICLE VI FISCAL FUNDING

6. The financial obligations of the Parties, if any, under this Agreement are contingent upon the

availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII MISCELLANEOUS

7A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment**: This Agreement may be amended by the mutual written agreement of all of the Parties.

7C. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held 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.

7D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.

7E. **Entire Agreement**: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7F. **Recitals**: The recitals to this Agreement are incorporated herein.

7G. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

7H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

7I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7J. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement shall be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

7K. Each Party warrants that this Agreement has been authorized by their respective governing bodies, and the person signing below has authority to sign this Agreement.

EXECUTED this _____ day of _____, 2017.

CITY OF LEWISVILLE, TEXAS

By: _____

Name: Donna Barron

Title: CITY MANAGER

Date Signed: _____

Address for Notice:

Todd White, C.P.M

Purchasing Manager

151 W. Church Street

Lewisville, Texas 75057

APPROVED AS TO FORM:

By: _____

Liz Plaster, CITY ATTORNEY

EXECUTED this _____ day of _____, 2017.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

James Scarboro

Purchasing Officer

P. O. Box 1088

Austin, TX 78767-8845

FOR CITY OF AUSTIN, APPROVED AS TO FORM:

By: _____

Assistant City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement ("the Agreement") is made and entered into by and between the CITY OF LEWISVILLE, TEXAS, a municipal corporation ("the CITY") and the CITY OF AUSTIN, TEXAS ("the CO-OP ENTITY"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials in accordance with the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code (the "Act").

WHEREAS, the CITY and the CO-OP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, the CITY and the CO-OP ENTITY wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of the CITY and the CO-OP ENTITY through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, the CITY and the CO-OP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, the CITY and the CO-OP ENTITY, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. The CITY and the CO-OP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. The CITY and the CO-OP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of the purchased items under such contracts. The CITY and the CO-OP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to the other party;
5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

6. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon execution and dating by each party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating party.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

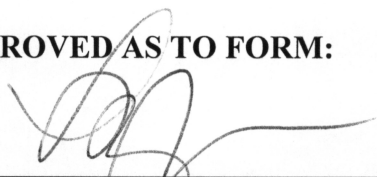
BY:



Donna Barron (or Her Designee), CITY MANAGER

DATE: _____

APPROVED AS TO FORM:



Liz Plaster, CITY ATTORNEY

APPROVED BY _____

BY:

DATE: _____

ATTEST:
