

STATE OF TEXAS

COUNTY OF GALVESTON

INTERLOCAL AGREEMENT FOR
JOINT PURCHASING

WHEREAS, Texas Government Code, section 791.011, allows local governments to enter into an agreement for the performance of governmental functions or services with other local governments; and

WHEREAS, the City of League City, (the "City"), Texas, has expressed a desire to utilize the services of the County of Galveston's Purchasing Agent ("Purchasing Agent") in making purchases on the City's behalf; and

WHEREAS, the Purchasing Agent and the County of Galveston ("County") have agreed to make such purchases on the City's behalf; and

WHEREAS, the parties are of the opinion that by acting in unison, the County and the City can increase their collective buying power and purchase items needed by both entities more economically.

NOW, THEREFORE, the City and the County and the Purchasing Agent, in consideration of the promises, covenants, and conditions stated herein, hereby mutually agree as follows:

W I T N E S S E T H:

1. This Agreement shall become effective on the 1st day of July, 1999, and shall continue in full force and effect unless terminated for any reason or no reason by any party upon thirty (30) days advance written notice given by the party desiring to terminate this Agreement to the other parties.

2. The Purchasing Agent will establish a program under which the County performs purchasing services for the City. The services shall include:

(a) the extension of County contract prices on supplies, materials and equipment to the City when the Purchasing Agent considers it feasible;

(b) utilizing laws applicable to the County, solicitation of bids on supplies, materials and equipment for and on the City's behalf if the solicitation is considered feasible by the Purchasing Agent and is desired by the City. In performing services under this paragraph 2(b), the Purchasing Agent will

receive and analyze the bids and make recommendations to City's City Council and the City Council will be responsible for awarding the contract; and

(c) provision of information and technical assistance to the City about the County's Purchasing Program.

3. The City will pay County, upon placing an order under paragraph 2(a), the actual cost incurred by the County for items purchased on the City's behalf.

4. If it is determined by the Purchasing Agent to be in the best interest of the parties and if it is agreeable to the appropriate third party vendor, the City may order directly from and make payment directly to a County vendor.

5. The City will likewise be responsible for direct payment to any vendor chosen by City under a contract awarded under paragraph 2(b).

6. The County Purchasing Agent may adopt rules and procedures necessary to administer the purchasing programs established by this Agreement.

6. The City agrees:

(a) its Finance Director (currently Monica Kohlenberg) is designated to act on behalf of and to bind the City in all matters relating to this Agreement. The Purchasing Agent and the County may rely on representations made by the Finance Director until otherwise notified in writing by City;

(b) to have such official be responsible for submitting requisitions to the Purchasing Agent and ensuring that proper payment is tendered for any purchase made by City through a County contract;

(c) to have such official be responsible for ensuring a third party vendor is paid when City buys directly from a County third party vendor or through a City awarded contract;

(d) to oversee that a vendor has complied with all conditions of delivery and quality of the purchased items.

7. Termination of this Agreement or revocation of the Finance Director's authority shall not relieve the City from paying any outstanding requisitions given Purchasing Agent prior to the effective date of termination or revocation of authority.

8. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be

declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

9. This Agreement constitutes the entire Agreement between the parties. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by all parties.

10. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CITY: Honorable A.T. Frankovich
Mayor
City of League City
300 West Walker
League City, Texas 77573

copy to: Nicholas J. Finan
City Administrator
City of League City
300 West Walker
League City, Texas 77573

COUNTY: Honorable James D. Yarbrough
County Judge
County of Galveston
722 Moody
Galveston, Texas 77550

copy to: Bruce Hughes
County Purchasing Agent
Ray Holbrook Annex
601 Tremont, Suite 300
Galveston, Texas 77550

The rest of this page has intentionally been left blank.

Executed this 28th day of June, 1999.

COUNTY OF GALVESTON, TEXAS

BY: *James D. Yarbrough*
JAMES D. YARBROUGH
County Judge

ATTEST:

PATRICIA RITCHIE
County Clerk

By: *Patricia A. Puccetti*
Patricia A. Puccetti, Deputy

ATTEST:

Barbara H. Nugent
Barbara H. Nugent
City Secretary

CITY OF LEAGUE CITY, TEXAS
BY: *Tommy Frankovich*
A.T. Frankovich
Mayor

Bruce Hughes
BRUCE HUGHES
County Purchasing Agent

Approved as to Form:

Harvey Bazaman
Harvey Bazaman *6/23/99*
Galveston County
Legal Department

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