

STATE OF TEXAS

§

INTERLOCAL COOPERATIVE

§

PURCHASING AGREEMENT

COUNTY OF GALVESTON

§

This Interlocal Cooperative Purchasing Agreement (the "Agreement") is by and between the City of Sachse, Texas ("Sachse"), and the City of League City, Texas ("League City"), (individually as the "Party" or collectively as the "Parties"), acting by and through their authorized officers.

RECITALS:

WHEREAS, both Sachse and League City have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Sachse and League City are authorized by Section 271.102 of the Texas Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Sachse and League City agree as follows:

Article I

Purpose

The purpose of this Agreement is to provide Sachse and League City with additional purchasing options by satisfying the provisions of Section 271.102 of the Texas Local Government Code.

Article II

Term

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

Article III

Termination

This Agreement may be terminated by either Party, without cause or penalty, upon not less than thirty (30) days' written notice to the other Party.

**Article IV
Purchasing**

4.1 The Parties agree that each Party shall respectively designate a person to act under the direction of, and on behalf of, the designating Party (the “Designated Representative”).

4.2 At the request of the other Party, the Party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other Party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

4.3 Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

**Article V
Miscellaneous**

5.1 **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, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for City of Sachse:

City of Sachse
Attn: City Manager
3815 Sachse Road
Sachse, Texas 75048

With copy(ies) to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for City of League City:

City of League City
Attn: City Manager
300 West Walker
League City, Texas 77573

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

5.2 **Compliance with Federal, State and Local Laws.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

5.3 **Construction.** The Parties acknowledge that each Party and, if it has so chosen, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

5.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Galveston County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

5.6 **Party's Obligations.** Execution of this Agreement does not obligate Sachse or League City to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

5.7 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

5.8 **Authority to Enter Agreement.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

City of Sachse Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF SACHSE

By: _____
Gina Nash, City Manager

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(07-23-15/72641)

League City Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF LEAGUE CITY

By: _____
Mark Rohr, City Manager

ATTEST:

Diana Stapp, City Secretary

APPROVED AS TO FORM:

Nghiem Doan, City Attorney