

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUGAR LAND
AND THE CITY OF LEAGUE CITY**

This Interlocal Agreement (“Agreement”) is made and entered into on the later dates of the parties’ signatures, by and between the City of Sugar Land, Texas (“Sugar Land”) and the City of League City, Texas (“League City”).

WHEREAS, Sugar Land and League City are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, Sugar Land and League City wish to enter into this Agreement pursuant to Chapter 791, Tex. Gov. Code and Subchapter F, Chapter 271, Tex. Local Gov. Code to set forth the terms and conditions upon which Sugar Land and League City may purchase various goods and services; and

WHEREAS, Section 271.102, of the Tex. Local Gov. Code authorizes a local government to participate in a cooperative purchasing program with another local government; and

WHEREAS, Section 791.011, of the Tex. Gov. Code authorizes a local government to contract or agree to provide governmental services in accordance with the statute and participate in a cooperative purchasing program with another local government; and

WHEREAS, a local government that purchases goods and services 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 and services; and

WHEREAS, participation in an interlocal agreement is beneficial to the taxpayers of Sugar Land and League City through the anticipated savings in the purchase of the goods and services; and

WHEREAS, any funds that are necessary for the purchase of goods or services are payable out of current funds available to the paying party; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Sugar Land and League City agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between Sugar Land and League City, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271, Tex. Local Gov. Code and Chapter 791, Tex. Gov. Code.

**ARTICLE II
TERM**

The term of this Agreement is one year commencing on the later date of the parties' execution of this Agreement. Thereafter, this Agreement will automatically renew for successive one-year terms subject to the terms and conditions stated herein, unless terminated sooner as provided below.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing 30 days' prior written notice to the other party.

ARTICLE IV CURRENT REVENUES

Each party shall pay for the performance of governmental functions and service under this Agreement from current revenues payable to each party. Further, League City and Sugar Land affirmatively find that the division of costs associated with this Agreement fairly and adequately compensates each party for its services or functions performed under this Agreement.

ARTICLE V PURCHASING

The designee for each party is authorized to act on behalf of the respective party in matters relating to this cooperative purchasing program. Each party will make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271, of the Tex. Local Gov. Code or Section 791.011, of the Tex. Gov. Code. Each party is responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE VI PRICE AND PAYMENT OF GOODS AND SERVICES

Goods and services purchased pursuant to this Agreement will be purchased for the price stated in the contract received and awarded to the vendor by a party. Each party agrees to pay the vendor directly for all goods and services delivered, requested or picked up by the party in accordance with the price specified in the contracting party's contract with the vendor. Both parties agree to pay for such purchases in accordance with Chapter 2251, Tex. Gov't Code. Ownership of goods purchased by a contracting party transfers directly to the contracting party.

ARTICLE VII DISPUTES

The ordering of goods and services under this Agreement is each party's individual responsibility and any dispute arising between the vendor and a party shall be handled between the vendor and that party.

ARTICLE VII

MISCELLANEOUS

1. All notices required under this Agreement must be mailed by certified mail, return receipt requested, to the following addresses:

City of Sugar Land:	City of Sugar Land P.O. Box 110 Sugar Land, Texas 77479 Attn: City Manager
---------------------	---

City of League City:	City of League City 300 W. Walker Street League City, Texas 77573 Attn: City Manager
----------------------	---

2. Nothing in this Agreement obligates either party to purchase any goods or services from or through the other party nor shall either party be obligated to include the other party in any procurement effort.

3. Both parties are responsible to the vendor only for goods and service ordered by and received by it, and do not assume any liability or waive any rights, as provided by law.

4. This Agreement may be amended by the mutual written agreement of both parties.

5. Neither party shall assign, in whole or in part, this Agreement or any obligation hereunder.

6. If any of the provisions contained in this Agreement are deemed invalid, such invalidity will not affect the other provisions and the Agreement will be construed as if the invalid provision had never been contained in this Agreement.

7. This Agreement is governed by the laws of the state of Texas.

8. This Agreement represents the entire agreement between the parties and supersedes any and all oral and written agreements between the parties relating to matters herein.

9. If any provision of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this Agreement.

10. League City and Sugar Land each represent that this Agreement has been executed by the duly authorized representatives of each entity.

CITY OF SUGAR LAND

By: Michael W. Goodrum
Its: City Manager
Date: _____

Attest:

Thomas Harris, III, City Secretary

CITY OF LEAGUE CITY

By: _____
Its: _____
Date: _____

Attest:

Diana Stapp, City Secretary