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RESOLUTION NO. 2741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KELLER AND THE CITY OF GRAND PRAIRIE, FOR COOPERATIVE PURCHASING OF NECESSARY EQUIPMENT, SUPPLIES, AND SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KELLER, TEXAS.

WHEREAS, the Cities of Keller, Texas and Grand Prairie, Texas (herein collectively referred to as the "parties" or either "party") are political subdivisions of the State of Texas, authorized to contract with each other relative to governmental functions and services, pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, Texas Government Code; and

WHEREAS, the parties believe that cooperating in the purchasing of necessary equipment, supplies, and services which both parties use in carrying out their governmental functions and services will enable the parties to obtain these equipment, supplies, and services in better terms and/or prices than by making such purchases individually; and

WHEREAS, both parties agree that participation in a cooperative purchasing program will be highly beneficial to the taxpayers with potential savings to be realized; and

WHEREAS, both parties desire to increase efficiency and effectiveness of such purchasing by acting jointly in competitively procuring necessary equipment, supplies, and services, in accordance with the terms and conditions set forth in said Interlocal Agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS:

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

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Section 2: THAT, said parties agree to cooperate in the purchasing of necessary equipment, supplies, and services which both parties use in carrying out their governmental functions and services.

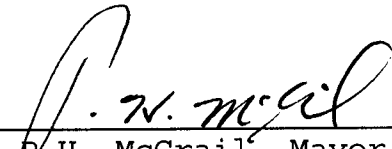
Section 3: THAT, award of bids or contracts by either party satisfies the notice and bidding requirements of the Texas Local Government Code, Section 252 et seq. for both parties.

Section 4: THAT, the City Council of the City of Keller, Texas hereby approves an Interlocal Agreement between the City of Keller and the City of Grand Prairie, attached hereto as Exhibit "A", for cooperative purchasing of necessary equipment, supplies, and services; and further authorizes the City Manager to execute said Agreement on behalf of the City of Keller, Texas.

AND IT IS SO RESOLVED.

Passed by a vote of 4 to 0 on this the 7th day of October, 2008.

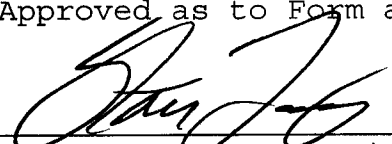
CITY OF KELLER, TEXAS

By: 
P.H. McGrail, Mayor

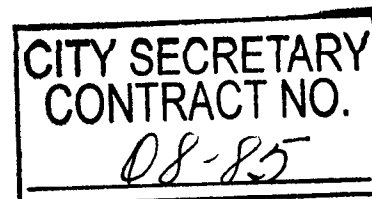
ATTEST:


Sheila Stephens, City Secretary

Approved as to Form and Legality:


L. Stanton Lowry, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KELLER
AND CITY OF GRAND PRAIRIE**



WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, City of Keller and City of Grand Prairie desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of Keller is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, The City of Keller and City of Grand Prairie represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. City of Keller and City of Grand Prairie Purchasing Agents shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.
2. The Purchasing Agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity, whenever joint purchasing is undertaken.

Contract No.
09/15/08

3. The City of Keller and City of Grand Prairie Purchasing Agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals. The City of Keller and City of Grand Prairie shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.
4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.
5. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
7. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2009. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.
8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
9. **Termination.** By the City of Keller or City of Grand Prairie. This Agreement may be terminated at any time by the City of Keller or City of Grand Prairie, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.
10. **Hold Harmless.** The City of Keller and City of Grand Prairie agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.

11. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
12. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of Keller: Purchasing Division
City of Keller
1100 Bear Creek Parkway
P.O. Box 770
Keller, Texas 76244
817-743-4025 Phone · 817-743-4191 Fax

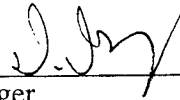
City of Grand Prairie: Purchasing Department
City of Grand Prairie
318 W. Main St.
P.O. Box 534045
Grand Prairie, Texas 75053-4045
972-237-8269 Phone 972-237-8265 Fax

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
14. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. **Place of Performance.** Performance and all matters related thereto shall be in Dallas County, Texas, United States of America.
17. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
18. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway

affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

19. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
20. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
21. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF KELLER


BY: 
City Manager

DATE: 10/7/08


ATTEST:


City Secretary

APPROVED:

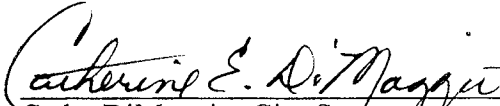

City Attorney

CITY OF GRAND PRAIRIE

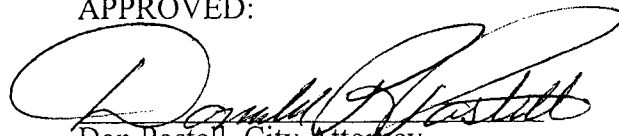
BY: 
Tom Hart, City Manager Anna Doll, Deputy City Manager

DATE: 9/17/08

ATTEST:


Cathy DiMaggio, City Secretary

APPROVED:


Don Postell, City Attorney