



INTERLOCAL GOVERNMENTAL AGREEMENT FOR PURCHASING

This Agreement is made and entered into by and between the cities of Keller, Texas, Southlake, Texas, Colleyville, Texas and Grapevine, Texas (hereinafter referred to as the "parties"), all of whom are governmental agencies within the State of Texas, acting by and through their duly authorized City Councils or City Managers.

WHEREAS, the parties are political subdivisions of the State of Texas and are authorized to enter into an agreement with each other relative to governmental functions and services by the interlocal Cooperating Act, Texas Government Code, Chapter 791; and

WHEREAS, the parties believe that cooperating in the purchasing of various goods, materials, equipment, supplies and services which both parties use in carrying out their governmental functions and services will enable the parties to obtain these goods, materials, equipment, supplies and services in better terms and/or prices than by making such purchases individually, and both desire to increase efficiency and effectiveness of such purchasing by acting jointly in competitively procuring selected goods, materials, equipment, supplies and services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. AGREEMENT

This Agreement shall take effect upon execution by both signatories and shall remain in effect among those parties until notification of withdrawal from the Agreement is submitted to the City of Keller. All parties shall have the right to terminate this Agreement upon 30 days written notice. The Agreement may be amended administratively from time to time by existing parties to include additional cities who may wish to join this Agreement under its existing terms.

2. SCOPE AND IMPLEMENTATION

It is the intent of the parties that the joint or cooperative purchasing through each other's agreements will be as broad as is allowed by applicable state statutes. Unless otherwise prevented by law, it is the intent of the parties that the parties may take part in joint purchase for goods, materials, equipment, supplies and services they may need to carry out their governmental functions, and that all parties will make reasonable efforts to allow the others to make purchases under its agreements. Any purchasing contract or purchase order shall be acknowledged by the supplier and shall be considered as being issued under this Agreement and shall be subject to all of the terms and conditions of this Agreement without the necessity of those being set out or specifically referred to in such purchasing contract or purchase order.

3. COMPENSATION

The parties agree to share the cost of the respective joint solicitations in a fair and equitable manner, to be agreed upon in connection with each such solicitation.

4.

COMPLIANCE WITH LAWS

The parties hereby agree to abide by and obey all applicable local, state and federal laws and requirements, which apply to their respective procurement policies. It is specifically understood and agreed that whichever party is handling the preparation and processing of the joint invitations for bid shall comply with all legal requirements for competitive bidding which are applicable to both parties

5.

NOTICES

Any notices or other communication required or allowed to be given by one party to the other parties pursuant to this Agreement shall be electronically submitted, hand delivered, or mailed by United States Postal Service, proper postage affixed to the addresses shown below:

To: City of Keller:
Purchasing Technician
1100 Bear Creek Parkway
P.O. Box 770
Keller, Texas 76244

Karla Parker (817) 743-4030
Email Address: kparker@cityofkeller.com

To: City of Southlake
Purchasing Manager
1400 Main Street, Suite 440
Southlake, Texas 76092

Tim Slifka (817) 748-8312
Email Address: tslifka@ci.southlake.tx.us

To: City of Colleyville
Strategic Services Manager
100 Main Street
Colleyville, Texas 76034

Eric Ellwanger (817) 503-1112
Email Address: eellwanger@colleyville.com

To: City of Grapevine
Purchasing Agent
501 Shady Brook Drive, Suite 108
Grapevine, Texas 76051

Bob Smeby (817) 410-3335
bsmeby@grapevintexas.gov

6.

GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. This Agreement is entered into and is to be performed, wholly or in part, in the State of Texas and in Tarrant County, Texas. In any action brought under the agreement, venue shall be exclusively in Tarrant County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

7.

MISCELLANEOUS PROVISIONS

By execution of this Agreement, each party represents to the others that:

- a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services, which it is authorized to perform;
- b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.
- c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
- d. All payments provided hereunder by one party to the other, if any, shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

8.

CONSTRUCTION OF AGREEMENT

This Agreement represents the full, final and complete agreement of the parties related to its subject matter and shall supersede any previous interlocal purchasing agreements between the parties. The Agreement may not be added to, contradicted or otherwise modified by evidence of prior or contemporaneous agreement or subsequent oral agreements or statements of either of the parties, nor by any writing not signed by all parties after the date of this Agreement. No representations, inducements, promises, or agreements, oral or otherwise, not embodied or incorporated herein shall be of any force or effect. In case of any apparent ambiguity or conflict among any of the terms or provisions of this Agreement, they shall be construed as nearly as possible as to effectuate each and all of such terms or provisions keeping in mind that the overriding purpose of this Agreement is the public purpose of increasing the efficiency and effectiveness of the respective purchases of goods, materials, equipment and supplies by the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates below.

City of Keller, Texas:

By: [Signature]
NAME: STEVEN J. POLASEK
TITLE: City Manager
DATE: 6-25-12

ATTEST:

By: [Signature]
NAME: Sheila Stephens
TITLE: City Secretary

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
NAME: Stan Larry
TITLE: City Attorney

City of Colleyville, Texas:

By: [Signature]
NAME: David Kelly
TITLE: Mayor
DATE: July 5, 2012

ATTEST:

By: [Signature]
NAME: Cynthia Singleton
TITLE: City Secretary

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
NAME: Matthew Doyle
TITLE: City Attorney

Colleyville City Council

MAY 15 2012

City of Southlake, Texas:

By: [Signature]
NAME: John C. Terrell
TITLE: Mayor
DATE: June 5, 2012

ATTEST:

By: [Signature]
NAME: _____
TITLE: _____

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
NAME: Tim G. Salla
TITLE: CITY ATTORNEY

City of Grapevine, Texas:

By: [Signature]
NAME: Bruno Rumbelow
TITLE: City Manager
DATE: June 22, 2012

ATTEST:

By: [Signature]
NAME: Jodi C. Brown
TITLE: City Secretary

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
NAME: John F. Boyle, Jr.
TITLE: City Attorney

APPROVED BY COUNCIL 5/15/12