

COOPERATIVE PURCHASING INTERLOCAL AGREEMENT

This agreement made and entered into as of the date written below, by and between City of Garland, Texas (hereinafter called "THIS GOVERNING BODY"), and Fort Bend, TX another governmental entity as defined under § 791.003. of Texas Governmental Code, Interlocal Cooperation Contracts, (hereinafter called "COOP ENTITY") each acting by and through its duly authorized officials:

WHEREAS, THIS GOVERNING BODY and COOP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which THIS GOVERNING BODY and COOP ENTITY may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of THIS GOVERNING BODY and COOP ENTITY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; THIS GOVERNING BODY and COOP ENTITY agree as follows:

1. THIS GOVERNING BODY and COOP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. THIS GOVERNING BODY and COOP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. THIS GOVERNING BODY and COOP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. THIS GOVERNING BODY and COOP ENTITY shall keep each other informed of any changes to the contracts, rules, regulations or statutes which affect any purchase arrangement planned or in place between the parties.
4. The Agreement shall be in full force and effect until terminated by either party;

5. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity;

6. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto;

7. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED this 4th day of February, 2014.

FORT BEND COUNTY, TEXAS

By:  2-4-14

Title: Fort Bend County Judge

THE CITY OF GARLAND, TEXAS

By: 

Gary L. Holcomb, CPPO, C.P.M.

Title: Director of Materials Management
City of Garland
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