

STATE OF TEXAS §

COUNTY OF SMITH §

INTERLOCAL AGREEMENT FOR JOINT PURCHASING

BETWEEN

SMITH COUNTY, TEXAS

AND

THE CITY OF _____, TEXAS

THIS CONTRACT AND AGREEMENT, made this _____ day of _____, 2009, between the City of _____, Texas, a municipal corporation principally situated in Smith County, Texas (hereinafter referred to as “**CITY**”) and Smith County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “**COUNTY**”) in consideration of the mutual promises contained herein and is entered into under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts.” *See Tex. Gov’t Code §§ 791.001 & 791.025(b)-(c).*

WITNESSETH

WHEREAS, this agreement is made under the authority of Sections 791.001-791.029 of the Texas Government Code;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public;

WHEREAS, each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; and

WHEREAS, the governing bodies find that the performance of this contract is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract.

NOW, THEREFORE, the **COUNTY** and the **CITY** agree:

I.

CITY, hereby makes, constitutes and appoints **COUNTY** its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). **CITY** agrees that **COUNTY** shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by **COUNTY** according to its usual bidding procedures and in accordance with applicable State statutes. **COUNTY** will maintain a listing of Annual Contracts which are available for **CITY'S** use. **COUNTY** will forward a copy of requested Annual Contract for the requesting **CITY'S** use.

II.

CITY agrees that all specifications for selected items shall be determined by **COUNTY**.

III.

CITY agrees to pay the supplier for all goods, equipment and products purchased pursuant to this agreement. The successful bidder or bidders shall bill **CITY** directly for all items purchased, and **CITY** shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

_____ (name), _____ (title)
is hereby designated as the official representative to act for **CITY** in all matters relating to this agreement.

V.

The intent of the parties is to begin cooperative efforts October 1, 2009, and thereafter, this agreement for joint purchasing shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution and may be terminated without cause by either party to the agreement upon written thirty (30) days notice prior to cancellation. If **CITY** terminates this agreement, any balance not paid to a vendor on an order placed for **CITY** must be paid by **CITY** prior to terminating this agreement. If **COUNTY** terminates this agreement, **CITY** remains liable for any balance not paid to a vendor on an order placed on behalf of **CITY**.

VII.

Both **COUNTY** and **CITY** expressly retain all immunities to which they are entitled under the law and do not, by entering this Agreement, waive any immunity.

VIII.

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

IX.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

AGREED AND APPROVED

In Witness hereof, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

SMITH COUNTY

CITY OF _____

By: _____

By: _____

Honorable Judge Joel Baker

Title: _____

County Judge acting on behalf of, and by
the authority of the Commissioners Court
of Smith County, Texas

Date: _____

Date: _____

Attested to by:

Attested to by:

Smith County Clerk

Title: _____

Date: _____

Date: _____