

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE TOWN OF WESTLAKE AND CITY OF SOUTHLAKE**10/21/21

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize 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, The Town of Westlake (the "Town") City of Southlake (Southlake) 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 Town and Southlake represent that each are independently authorized to perform the functions or services 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; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

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. The Town and Southlake are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The Town and Southlake agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the Town nor Southlake warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the 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.
8. **Termination.** This Agreement may be terminated at any time by the Town or Southlake, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the Town and Southlake 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.
10. **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.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

Town of Westlake:

Town of Westlake
Attn.: Procurement
1500 Solana Blvd.
Building 7
Suite 7200
Westlake, TX 76262
Phone: (817) 430-0941
Fax: (817) 430-1812

Entity:

Purchasing Department
Attn: Tim Slifka, Purchasing
Manager
City of Southlake
1400 Main St. Suite 420
Southlake, TEXAS 76092
Phone: 817-748-8312
TSlifka@ci.southlake.tx.us

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No 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.
13. **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.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Tarrant County, Texas, United States of America for Southlake and shall be Tarrant County, Texas, United States of America for the Town.
16. **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 Government.

17. **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.
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

[Handwritten mark]

TOWN OF WESTLAKE

CITY OF SOUTHLAKE

BY: _____

Town Manager

BY: *[Signature]* _____

City Manager

DATE: _____

[Signature]
Alison Ortowski, City Manager

"BY" Printed Name and Title

ATTEST: _____

Town Secretary

ATTEST: *[Signature]* _____

City Secretary

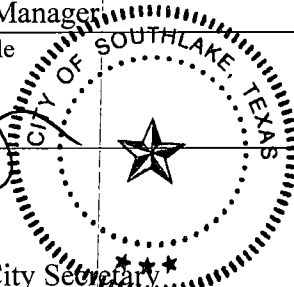
DATE: _____

[Signature]
Amy Shelley, TMRC City Secretary

"ATTEST" Printed Name and Title

APPROVED AS TO FORM: _____

Town Attorney



RESOLUTION No. 12-049

A RESOLUTION OF THE CITY OF SOUTHLAKE, TEXAS AUTHORIZING THE CITY MANAGER OR HIS OR HER DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND OTHER COOPERATIVE PURCHASING ORGANIZATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City of Southlake to make purchases of supplies, equipment, materials and other things requisite for public purposes; and

WHEREAS, the City cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of the City to enter into mutually satisfactory agreements for the purchase of certain materials and supplies; and

WHEREAS, in order to obtain the best purchase price available in a timely manner, it is also deemed in the best interest of the City to authorize the city manager or his or her designee to enter into cooperative purchasing agreements with other governmental entities.

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

SECTION 1.

The City Manager or her designee is hereby authorized to enter into agreements for cooperative purchasing with other governmental entities and other cooperative purchasing organizations and to take such other actions as may be necessary to implement those agreements.

SECTION 2.


The authorization granted by this Resolution does not affect the City Council's exclusive power and responsibility to make all purchases where the amount of the expenditure is over \$50,000.00

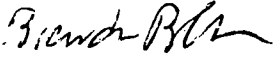
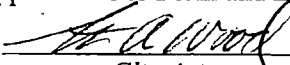
SECTION 3.

This Resolution shall be effective immediately upon its adoption and approval.

PASSED AND APPROVED THIS THE 16TH DAY OF October, 2012.

ATTEST:

The seal of the City of Southlake, Texas, is circular with a star in the center. The words "CITY OF SOUTHLAKE, TEXAS" are written around the perimeter of the seal.
Alicia Richardson
Alicia Richardson TRME, City Secretary


John Terrell, Mayor Pro Tem
Brandon Bledsoe
Approved as to Form and Legality:

City Attorney