

INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING

This Interlocal Agreement for Cooperative Purchasing ("Agreement") is made and entered into this 10th day of December, 2013, by and between the City of Cedar Hill, Texas ("Cedar Hill") and the Town of Addison, Texas ("Addison") (Cedar Hill and Addison are sometimes referred to herein collectively as the "Cities" and individually as a "City").

WHEREAS, Cedar Hill and Addison are each home rule municipalities pursuant to Article 11, Section 5 of the Texas Constitution, State law, and their respective Home Rule Charters; and

WHEREAS, the Cities are authorized by Chapter 791, Texas Government Code, to contract with one another to perform governmental functions and services, including purchasing functions, and by Section 271.102(a), Texas Local Government Code, to participate with one another in a cooperative purchasing program; and

WHEREAS, pursuant to that authority, the Cities wish to enter into this Agreement and to set forth herein the terms and conditions upon which the Cities may purchase various goods and services commonly utilized by each; and

WHEREAS, participation in this Agreement will be beneficial to the Cities and their taxpayers as a result of potential savings to be realized in the purchase of goods and services;

WHEREAS, each City that purchases goods and services pursuant to this Agreement will pay for the same from current revenues available to the paying City.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants and obligations set forth herein, and the benefits from this Agreement flowing to each of the Cities, the City of Cedar Hill, Texas and the Town of Addison, Texas do agree as follows:

Section 1. Cedar Hill and Addison hereby create and establish a cooperative purchasing program between the Cities, whereby one City ("Secondary City") may purchase various goods and services from a vendor ("vendor") of the other City ("Originating City"), which vendor has been selected by the Originating City in accordance with law. For example, the Originating City, pursuant to and in accordance with competitive bid laws, enters into an agreement with a vendor under which the Originating City will purchase particular goods. Following the Originating City's selection of and execution of a contract with that vendor, the Secondary City may, pursuant to this Agreement, purchase the same goods from the same vendor in accordance with specifications and contract terms and pricing established by the Originating City.

The City Manager of each of Cedar Hill and Addison, or their respective designees, are authorized to act on behalf of the respective party in all matters relating to this Agreement.

Section 2. If, pursuant to this Agreement, the Secondary City elects to purchase goods or services from a vendor, the Secondary City is and shall be responsible to make payments directly to the vendor for any such goods or services. Ownership (title) to goods purchased by the Secondary City pursuant to this Agreement shall transfer directly from the vendor to the Secondary City. Each of the Cities shall make their respective payments from current revenues available to the paying party.

Section 3. The Agreement shall be in full force and effect until terminated by either City. Either City may terminate this Agreement by giving the other City at least thirty (30) days prior written notice of such termination.

Section 4. The undersigned officer and/or agents of the Cities are duly authorized and possess the requisite authority to execute this Agreement on behalf of the respective Cities.

Section 5. The foregoing recitals are true and correct and are incorporated herein and made a part of this Agreement.

Section 6. This Agreement and all of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas without regard to choice of law rules of any jurisdiction. This Agreement shall be enforceable in Dallas County, Texas, and exclusive venue for any suit, action or proceeding hereunder shall lie in Dallas County, Texas. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations.

Section 7. This Agreement represents the entire and integrated agreement between the Cities relative to the matters contained herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Cedar Hill and Addison.

Section 8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED at Dallas County, Texas on the day and year first above written.

CITY OF CEDAR HILL, TEXAS

TOWN OF ADDISON, TEXAS

By: _____

By: _____
Ron Whitehead, City Manager

ATTEST:

ATTEST:

By: _____

By: _____