

RESOLUTION NO. 15-R-91

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF FRISCO REGARDING UNIFORM PURCHASES AND OTHER ASSOCIATED ITEMS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an Interlocal Agreement for the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this contract with the City of Frisco pursuant to the Interlocal Agreement for Uniform and other Associated Items services attached hereto as Exhibit A (the "Agreement").

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with the City of Frisco in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

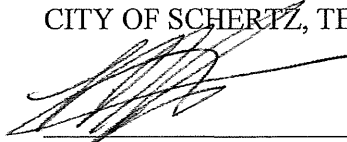
Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

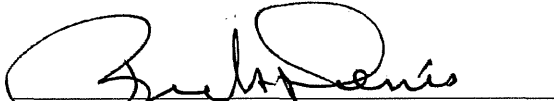
PASSED AND ADOPTED, this 20th day of October, 2015.

CITY OF SCHERTZ, TEXAS



Michael R. Carpenter, Mayor

ATTEST:



City Secretary, Brenda Dennis

(CITY SEAL)

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 15th day of October, 2015, by and between the CITY OF FRISCO, Texas (hereinafter called "FRISCO"), and the CITY OF SCHERTZ, Texas (hereinafter called "SCHERTZ"), each acting by and through its duly authorized officials:

WHEREAS, FRISCO and SCHERTZ are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, FRISCO and SCHERTZ wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FRISCO and SCHERTZ may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FRISCO and SCHERTZ through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, FRISCO and SCHERTZ 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; FRISCO and SCHERTZ agree as follows:


1. FRISCO and SCHERTZ 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. FRISCO and SCHERTZ 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. FRISCO and SCHERTZ shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. 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.
5. 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.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on October 13, 2016, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.
7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.
8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.
9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.
12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO

CITY OF SCHERTZ

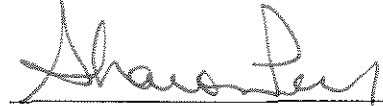

George Purefoy
City Manager

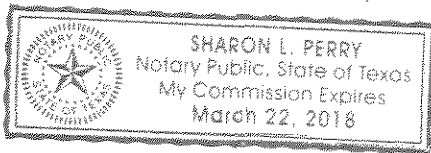

John C. Kessel
City Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 27th day of October, 2015, by George Purefoy, City Manager of the CITY OF FRISCO, TEXAS, a home-rule municipal corporation, on behalf of such corporation.

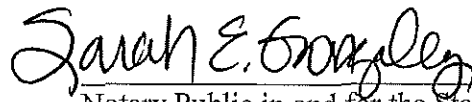

Notary Public in and for the State of Texas



STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the 22nd day of October, 2015, by John Kessel, City Manager of the CITY OF SCHERTZ, TEXAS, a home-rule municipal corporation, on behalf of such corporation.


Notary Public in and for the State of Texas

