

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 13th day of September, 2022, by and between the CITY OF SCHERTZ, Texas (hereinafter called "SCHERTZ"), and the CITY OF MIDLOTHIAN, Texas (hereinafter called "CITY"), each acting by and through its duly authorized officials:

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

WHEREAS, SCHERTZ and CITY 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 SCHERTZ and CITY 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 SCHERTZ and CITY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

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

1. SCHERTZ and CITY 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/or future contracts.
2. SCHERTZ and CITY 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.
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 September 30, 2023, 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 on this the 13th day of September, 2022.

CITY OF SCHERTZ:

CITY OF MIDLOTHIAN:

By: _____
Name: Dr. Mark Browne
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY OF SCHERTZ:

CITY OF MIDLOTHIAN

City of Schertz
Attn: Dr. Mark Brown, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

City of Midlothian
104 W Ave E
Midlothian, TX 76065