

RESOLUTION NO. 25-R-119

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH SCHERTZ HOUSING AUTHORITY FOR COOPERATIVE PURCHASING SERVICES

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, Subchapter C, Chapter 791.025 of the Texas Government Code, provides in relevant parts as follows:

- (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.
- (b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.
- (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

WHEREAS, Subchapter F, Chapter 271.102 of the Texas Local Government Code, “Cooperative Purchasing Program Participation,” provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment; and

WHEREAS, the City of Schertz desires to enter into a contract with Schertz Housing Authority to participate in a purchasing cooperative;

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

Section 1. The City Council hereby authorizes execution and delivery of the Interlocal Agreement with Schertz Housing Authority in substantially the form set forth in 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 _____ day of _____ 20_____.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

ILA with Schertz Housing Authority

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SCHERTZ, TEXAS AND THE SCHERTZ HOUSING AUTHORITY
FOR COOPERATIVE PURCHASING SERVICES**

This Interlocal Agreement regarding Cooperative Purchasing Services (the “Agreement”) is entered into between the City of Schertz, Texas, a Texas municipal corporation (the “City”), and the Schertz Housing Authority, a political subdivision of the State of Texas (the “Authority”), acting by and through its Board of Commissioners pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the Authority are collectively referred to herein as the “Parties” and are each a “Party”.

Pursuant to the authority granted by the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

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

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; and,

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, 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.

I. Terms

- 1.1 Authority, hereby makes, constitutes and appoints City of Schertz its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids).
- 1.2 City of Schertz will maintain a listing of Annual Contracts which are available for local entities use.
- 1.3 City of Schertz will forward a copy of requested Annual Contract to the requesting entity.
- 1.4 Authority agrees that City of Schertz shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by City of Schertz according to its usual bidding procedures and in accordance with applicable State statutes

1.5 Authority agrees that all specifications for selected items shall be determined by City of Schertz.

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

II. Binding Effect; Benefiting Parties

2.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

2.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

III. Governmental Functions; Liability; No Waiver of Immunity or Defenses

3.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

3.1.1 The services provided for herein are governmental functions, and the City and the Authority shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

3.1.2 The relationship of the Authority and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

3.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

3.2 The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the Authority in connection with the Agreement, and the Authority covenants and agrees, to the extent permitted by law, that the Authority shall be solely responsible, as between the Authority and the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the Authority or its respective employees, agents, representatives, or assigns, in connection therewith.

VIII. Term and Termination

8.1 This Agreement shall be for an initial term of three (3) years with an option to extend for an additional three (3) year term upon request by the Authority approved by the City. This Agreement shall be in effect from the date of execution and may be terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

[Signatures and acknowledgements on the following pages]

SIGNATURE PAGE

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SCHERTZ, TEXAS AND THE SCHERTZ HOUSING AUTHORITY
FOR COOPERATIVE PURCHASING SERVICES**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams
City Manager

Date: _____

THE SCHERTZ HOUSING AUTHORITY

By: _____
_____,
Chairman of the Board

Date: _____