

INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
THE CITY OF LEANDER, TEXAS

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, Texas and the City of Leander, Texas, acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

1. The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

ARTICLE II TERM

2. The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE IV PURCHASING

4. Each Party shall designate a person to act under the direction of, and on behalf of, such Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to its vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for its vendors' compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V CURRENT REVENUE

5. The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VI FISCAL FUNDING

6. The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII MISCELLANEOUS

7A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment**: This Agreement may be amended by the mutual written agreement of the Parties.

7C. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in Williamson County, Texas.

7E. **Entire Agreement**: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7F. **Recitals:** The recitals to this Agreement are incorporated herein.

7G. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

EXECUTED this 10th day of May, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: DAN A GATTIS

Title: County Judge

Date Signed: 05-13-2011

Address for Notice:

Facsimile: _____

ATTEST:

By: _____

County Secretary

FOR COUNTY, APPROVED AS TO FORM:

By: _____

County Attorney

EXECUTED this 8th day of April, 2011.

CITY OF LEANDER, TEXAS

By: John D. Cowman

Name: John D. Cowman

Title: MAYOR

Date Signed: 4/8/11

Address for Notice: _____



ATTEST:

By: Debbie L. Laila
City Secretary

P.O. Box 319 (mail)
200 W. Willis St. (hand delivery)
Leander, Texas 78646

Facsimile: (512) 259-1605

FOR CITY, APPROVED AS TO FORM:

By: Keith H. Allen
City Attorney