

RESOLUTION NO. 68-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE MESQUITE INDEPENDENT SCHOOL DISTRICT TO ESTABLISH A COOPERATIVE PURCHASING PROGRAM BETWEEN THE TWO ENTITIES.

WHEREAS, the City of Mesquite and the Mesquite Independent School District desire to establish a cooperative purchasing program between each other which will allow each entity to purchase goods and services under each other's competitively bid contracts pursuant to V.T.C.A., Texas Local Government Code, Chapter 271; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City Council of the City of Mesquite is of the opinion that participation in this program will be highly beneficial to the taxpayers of the City of Mesquite through the anticipated savings to be realized.

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

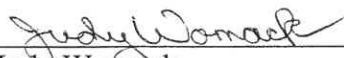
SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement between the City of Mesquite and the Mesquite Independent School District establishing a cooperative purchasing program for the purchase of goods and services under each other's competitively bid contracts.

DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 16th day of October, 2006.




Mike Anderson
Mayor

ATTEST:



Judy Womack
City Secretary

APPROVED:



B. J. Smith
City Attorney

APPROVED BY CITY COUNCIL
DATE 10/16/06
CITY SEC. J. Womack

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is by and between the Mesquite Independent School District, Texas (“MISD”), and the City of Mesquite, Texas (“Mesquite”), acting by and through their authorized officers.

RECITALS:

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

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services 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 and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager or designee for Mesquite and the Superintendent or designee for MISD is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **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 below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **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.

5.5 **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 of

the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **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.

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

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 9th day of October, 2006.

MESQUITE INDEPENDENT SCHOOL DISTRICT, TEXAS

By: Rita Crump
Rita Crump, President Board of Trustees

405 E. Davis Street
Mesquite, TX 75149

ATTEST:

By: Greg Everett
SECRETARY

EXECUTED this 20th day of October, 2006.

CITY OF MESQUITE, TEXAS

By: Mike Anderson
MIKE ANDERSON, MAYOR

1515 N. Galloway Avenue
P.O. Box 850137
Mesquite, TX 75149

ATTEST:

By: Jeddy Domack
CITY SECRETARY