

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN THE CITY OF GRAND PRAIRIE  
AND CITY OF UNIVERSITY PARK**

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services, including administrative functions normally associated with the operation of government such as a cooperative purchasing program for necessary equipment, supplies and services;

**WHEREAS**, The City of Grand Prairie (the “City”) and CITY OF UNIVERSITY PARK (“Entity”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

**WHEREAS**, The City and Entity represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

**WHEREAS**, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

**WHEREAS**, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

**WHEREAS**, each party has sufficient resources to perform the functions contemplated by this Agreement;

**NOW THEREFORE**, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. The City and Entity are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City and Entity agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating governments shall deal directly with the vendor in obtaining the goods and services and payment therefor. Each party is responsible for a vendor’s compliance with provisions relating to the quality of the items and terms of delivery to that party. The participating local government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Entity warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise

between a participating local government and a vendor, the dispute shall be handled by and between that participating local government and the vendor.

3. Each local government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to such local government.
4. Participation of any local government in any cooperative purchasing activity with other government entities is strictly voluntary. Nothing in this Agreement shall prevent party hereto from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each party hereto shall ensure that all applicable laws and ordinances have been satisfied. A local government that purchases goods or services under this Agreement satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed, and the Agreement will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City or Entity, with or without cause, upon thirty (30) days' written notice to the other party in accordance with Paragraph 11.
9. **Hold Harmless.** To the extent allowed by law, the City and Entity agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with a purchase made under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions

of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

**City of Grand Prairie:** Purchasing Division  
Attn: Purchasing Manager  
City of Grand Prairie  
326 W. Main St.  
Grand Prairie, TX 75050  
Phone: (972) 237-8269  
Fax: (972) 237-8265  
[purchasingfax@gptx.org](mailto:purchasingfax@gptx.org)

**Entity:** Purchasing Department  
Attn: Elizabeth Anderson  
City of University Park  
3800 University Blvd.  
University Park, TX 75205  
Phone: (214) 987-5480  
Fax: (214) 987-5499  
eanderson@uptexas.org

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas County, Texas, United States of America for Entity and shall be Dallas County, Texas, United States of America for the City.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this

Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective government.

17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.
20. **Designated Representative.** City and Entity will designate a person to act under the direction of, and on behalf of that local government in all matters relating to this cooperative purchasing program.

**CITY OF GRAND PRAIRIE**

**CITY OF UNIVERSITY PARK**

BY: \_\_\_\_\_  
Tom Cox, Deputy City Manager

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
"BY" Printed Name and Title

ATTEST: \_\_\_\_\_  
Cathy DiMaggio, City Secretary

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
"ATTEST" Printed Name and Title

APPROVED AS TO FORM: \_\_\_\_\_  
Donald R. Postell, City Attorney

\_\_\_\_\_  
Robert L. Dillard III, City Attorney