

GOODS AGREEMENT

This Agreement, made and entered into this, the 16th day of January 2024, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Graybar**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Description of Goods to be delivered are listed in Attachment “A” including lights and shields for city parks.**
- 2. Payment for goods:** The City will compensate Contractor \$122,689.86 (one hundred twenty-two thousand, six hundred and eighty-nine dollars and eighty-six cents). Contractor shall invoice City when goods are ordered. Invoice will be paid when goods are received and accepted by the City in writing.
- 3. Duration:** This Agreement shall be in effect for a period of two years unless terminated as provided below.
- 4. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
- 5. Indemnification:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST CITY THAT RESULT FROM ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, OR CONTRACTOR'S CONTRACTORS DURING DELIVERY, INSTALLATION, OR REMOVAL OF EQUIPMENT OR FOR ANY CLAIM ARISING FROM A CONDITION OF THE EQUIPMENT EXISTING WHEN THE EQUIPMENT IS DELIVERED WHICH IS UNKNOWN TO THE CITY AT THE TIME OF DELIVERY. THE CITY IS RESPONSIBLE FOR ENSURING THAT THE GOODS ARE APPROPRIATE AND IN GOOD CONDITION BEFORE ACCEPTING DELIVERY.
- 6. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 7. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: Deputy Public Works Director
PO Box 384
Dripping Springs, TX 78620
crice@cityofdrippingsprings.com
(512) 858-4725

For the Contractor:

Graybar
Attn: Mary Linn King
1922 Waukesha Drive
Pflugerville, TX 78660
marylinn.king@graybar.com
(512) 713-3063

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 8. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies.
- 9. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
- 10. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 11. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 12. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 13. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 14. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

[signature page follows]

CITY OF DRIPPING SPRINGS:

Michelle Fischer, City Administrator

ATTEST:

Andrea Cunningham, City Secretary

GRAYBAR:

Signature

Printed Name

Title