

**STATE OF TEXAS  
COUNTY OF BEXAR**

**§ INTERLOCAL AGREEMENT FOR  
§ COOPERATIVE PURCHASING**

This Interlocal Agreement (the “ILA” or “Agreement”) is entered into between **The City of Fair Oaks Ranch**, a Home Rule City (“Fair Oaks Ranch”) and the **City of Helotes**, a General Law City (“Helotes”) (individually, a “Party” or collectively, the “Parties”), to facilitate the procurement of goods and services. This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov’t Code 791.

**ARTICLE I  
PURPOSE**

1.01 The purpose of this ILA is to set forth an agreement between the parties regarding each City’s participation, pursuant to Local Government Code Section 271.102, in a cooperative purchasing program wherein a party is allowed to ride a contract with a participating vendor.

**ARTICLE II  
DESIGNATION OF REPRESENTATIVES**

2.01 Fair Oaks Ranch appoints the Procurement Manager as its designated representative and primary point of contact with regard to this Agreement.

2.02 Helotes appoints the City Administrator as its designated representative and primary point of contact with regard to this Agreement.

**ARTICLE III  
TERM**

3.01 This ILA shall commence upon execution by the last signatory and shall continue for an initial term of one year. The ILA shall automatically renew for four additional one-year terms.

3.02 This ILA may be terminated upon thirty (30) days written notice by either party.

**ARTICLE IV  
COOPERATIVE PURCHASING**

4.01 Definitions. The following terms used in this section shall, unless stated otherwise, have the meaning set forth below:

- a. “Awarding Party” means the party that awarded a contract for goods and/or services to a vendor after a solicitation process required or permitted by state law and the charter, ordinances, or policies of that party.
- b. “Purchase Contract” means a contract for goods and/or services awarded to a vendor by the Awarding Party.
- c. “Riding Party” means the Party wishing to utilize a Purchase Contract procured by the Awarding Party.

- d. “Vendor” means the entity providing goods or services under a Purchase Contract.

4.02 Each party routinely procures goods and services using solicitation methods required or permitted by state law, and the charter, ordinances, orders and policies of that party. Each party may, from time to time, as it deems appropriate, include a provision in its solicitations and contracts allowing the other party to cooperatively purchase from its Purchase Contracts, subject to the consent of the Vendor who is awarded the Purchase Contract. If the Vendor consents to extend its pricing and terms, the Awarding Party shall make all Purchase Contract documents available to the Riding Party.

4.03 A Riding Party shall administer its own contract with the Vendor as it relates to its own purchases, including, but not limited to, issuing purchase orders to, take shipments of goods from, and making payment directly to the Vendor. Riding Party shall ensure that all invoices be paid pursuant to the Texas Prompt Payment Act.

4.04 Each party shall be responsible for the Vendor’s compliance with the terms and conditions of the Purchase Contract only as it relates to that party’s own purchases.

4.05 Any arrangement, contractual or otherwise, between a Vendor and Riding Party, shall not bind or obligate the Awarding Party. Awarding Party shall not be a party to the contract between Riding Party and Vendor, nor shall Riding Party be a party to the Purchase Contract between the Awarding Party and the Vendor. Use of the Purchase Contract shall not make Awarding Party a party to the contract between Riding Party and Vendor. Awarding Party shall have no obligation for payment to a Vendor for any goods or services purchased by Riding Party. Awarding Party shall have no responsibilities for goods or services provided, or to be provided, by a Vendor.

4.06 In no event shall Awarding Party be considered a dealer, remarketer, agent or other representative of a Vendor or the other party.

**ARTICLE V**  
**INDEPENDENT CONTRACTOR STATUS AND SUBCONTRACTORS**

5.01 In performing under this Agreement, the parties act as an independent contractor, and no provision of this Agreement will be construed as making one party the agent, servant, or employee of the other.

**ARTICLE VI**  
**NOTICES AND ADDRESSES**

6.01 Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by

certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If to Fair Oaks Ranch:	Procurement Manager City of Fair Oaks Ranch 7268 Dietz Elkhorn Fair Oaks Ranch, TX 78015 <a href="mailto:purchasing@fairoaksranchtx.org">purchasing@fairoaksranchtx.org</a>
If to Helotes:	City Administrator City of Helotes 12951 Bandera Road Helotes, TX 78023 MMendoza@Helotes-TX.gov

**ARTICLE VII**  
**LAW GOVERNING**

7.01 This Agreement and all claims, disputes, or other matters in controversy will be governed by, and construed in accordance with, the substantive and procedural laws of the State of Texas, and exclusive venue for any proceeding shall be in Bexar County, Texas.

**ARTICLE VIII**  
**SEVERABILITY**

8.01 If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of the Agreement shall remain valid and enforceable and shall be construed to conform to the intent of the parties.

**ARTICLE IX**  
**AMENDMENT**

9.01 No amendment, modification, or alteration of the terms of this Agreement will be binding unless same is in writing, dated subsequent to the date of this Agreement, and is duly executed by both parties.

**ARTICLE X**  
**ASSIGNMENT**

10.01 Neither party may assign, or otherwise transfer, any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

**ARTICLE XI**  
**FORCE MAJEURE**

11.01 Neither party will be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions, civil riot, floods, and any other catastrophic event not reasonably within the control of such party and which by the exercise of due diligence by the party is unable, wholly or in part, to prevent or overcome.

**ARTICLE XII**  
**NO WAIVER OF BREACH**

12.01 The failure of a party to insist upon or enforce strict performance of any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same will remain in full force and effect. The parties agree that neither has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF FAIR OAKS RANCH**

**CITY OF HELOTES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tobin Maples, AICP

Name: Marian Mendoza

Title: City Manager

Title: City Administrator