

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF PLAINVIEW AND THE CITY OF WOLFFORTH**

This Interlocal Cooperative Purchasing Agreement (the “Agreement”) is made by and between the City of Plainview (“Plainview”), a home-rule municipal corporation of the State of Texas, and the City of Wolfforth (“Wolfforth”), a home-rule municipal corporation of the State of Texas (each a “Party” or collectively, the “Parties”), pursuant to Chapter 791 of the Texas Government Code (“Chapter 791”).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) which authorizes Plainview and Wolfforth to enter into this Agreement for purposes of providing a governmental function or service that each Party to the Agreement is individually authorized to perform; and

WHEREAS, Plainview and Wolfforth, acting by and through their duly authorized governing bodies, desire to enter into this Agreement and find that this Agreement is necessary for the benefit of the public and is in the common interests of both parties; and

WHEREAS, the governing bodies of Plainview and Wolfforth, in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, shall make such payments only from current revenues legally available to each Party.

NOW, THEREFORE, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, Plainview and Wolfforth do mutually agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to allow Plainview and Wolfforth to cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and to allow Plainview and Wolfforth to purchase goods and services from vendors under present and future contracts with either Party, including the contracts attached hereto as Exhibit A.

ARTICLE 2 – PLAINVIEW’S RESPONSIBILITY

Plainview will be individually responsible for payments directly to the vendor and for the vendor’s compliance with all conditions of delivery and for the quality of goods and services purchased by Plainview under such contracts. Plainview shall make such payments from current revenues available to Plainview.

ARTICLE 3 – WOLFFORTH’S RESPONSIBILITY

Wolfforth will be individually responsible for payments directly to the vendor and for the vendor’s compliance with all conditions of delivery and for the quality of goods and services purchased by Plainview under such contracts. Wolfforth shall make such payments from current revenues available to Wolfforth.

ARTICLE 4 – TERM AND TERMINATION

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated. Either Party to this Agreement may terminate this Agreement at any time and for any reason by providing the other Party thirty (30) days written notice to the other Party or pursuant to Article 14 of this Agreement.

ARTICLE 5 – IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE 6 - ASSIGNMENT

Wolfforth shall not have the right to assign or subcontract any of its duties, obligations, or rights under this Agreement without the prior written consent of Plainview, which such right shall be granted solely at the discretion of Plainview.

ARTICLE 7 - GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. To the extent permitted by law, venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Hale County, Texas, or the United States District Court for the Northern District of Texas – Lubbock Division. In any such action, each Party shall pay its own attorneys' fees, court costs, and other expenses incurred as a result of the action.

ARTICLE 8 - REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

ARTICLE 9 - SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

ARTICLE 10 - ENTIRE AGREEMENT

This written instrument contains the entire understanding and agreement between Plainview and Wolfforth as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

ARTICLE 11 - SIGNATURE AUTHORITY

The person signing this agreement hereby warrants that they have the legal authority to execute this agreement on behalf of the respective Party and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the Party. This Agreement and any amendment(s) hereto may be executed accordingly. Each Party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto. Any signature delivered by a Party by facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image shall be deemed to be an original signature hereto.

ARTICLE 12 - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Wolfforth shall operate as an independent contractor as to all rights and privileges granted herein and not as agent, representative, or employee of Plainview. Subject to and in accordance with the conditions and provisions of this Agreement, Wolfforth shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Wolfforth acknowledges that the doctrine of respondeat superior shall not apply as between Plainview, its officers, agents, servants, and employees, and Wolfforth, its officers, agents, employees, servants, contractors, and subcontractors. Wolfforth further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between Plainview and Wolfforth.

ARTICLE 13 - NO WAIVER

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

ARTICLE 14 - NON-APPROPRIATION OF FUNDS

Plainview and Wolfforth will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

ARTICLE 15 - LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against Plainview or Wolfforth other than claims for which liability may be imposed by the Texas Tort Claims Act.

ARTICLE 16 – AMENDMENTS

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing and signed by both parties.

ARTICLE 17 - FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

ARTICLE 18 - NOTICE

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other Party, its agents, employees, servants or representatives, (ii) delivered by facsimile with electronic confirmation of the transmission, or (iii) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plainview
Attn: Ted Chancellor, City Manager
202 W. 5th Street
Plainview, Texas 79072

City of Wolfforth
Attn: Randy Criswell
City Manager
302 Main Street
Wolfforth, Texas 79382

ARTICLE 19 - GOVERNMENTAL FUNCTION/GOVERNMENTAL AUTHORITY

Pursuant to Chapter 791 and other authority, the following findings and representations are made by the Parties:

- each Party is a local government as defined by Chapter 791;
- each Party is mutually interested in the governmental functions and services described in this Agreement;
- this Agreement describes and provides a governmental function or service that each Party to the Agreement is authorized to perform individually;
- this Agreement is authorized by the governing body of each Party, by and through a recorded, public vote conducted pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and other authority;
- this Agreement states the purpose, terms, rights, and duties of the Parties;
- this Agreement specifies that in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, each Party shall make such payments only from current revenues legally available to each Party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on this _____ day of _____, 2026.

CITY OF PLAINVIEW

CITY OF WOLFFORTH

Ted Chancellor, City Manager

Randy Criswell, City Manager

ATTEST:

Belinda Hinojosa, City Secretary

APPROVED AS TO FORM AND LEGALITY FOR PLAINVIEW:

Matthew A. Murray, City Attorney

EXHIBIT A