

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF GARLAND AND CITY OF GEORGETOWN**

This Agreement made and entered into by and between the City of Garland, hereinafter referred to as “City of Garland”, and the City of Georgetown, hereinafter referred to as “City of Georgetown”.

Pursuant to the authority granted by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (Vernon’s Annotated Texas Statutes) providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

City of Garland and the City of Georgetown desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

**I.**

**CITY OF GARLAND**

1. The City of Garland shall be allowed to purchase goods and services from vendors who have been selected by the City of Georgetown through the competitive bidding process. City of Garland will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. The City of Garland shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. City of Garland shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Director of Procurement & Contracts shall be designated as the official representative to act for City of Garland on all matters relating to this cooperative purchasing agreement.

**II.**

**CITY OF GEORGETOWN**

1. City of Georgetown shall be allowed to purchase goods and services from vendors who have selected by City of Garland through the competitive bidding process of City of Garland. City of Georgetown will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications and estimates that have been agreed to. City of Georgetown shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods and services.
3. City of Georgetown shall give a 30-day written notification to City of Garland of any change or cancellation of participation.
4. The Purchasing Manager shall be designated as the official representative to act for City of Georgetown in all matters relating to this cooperative purchasing agreement.

### III.

Per Section 791.011 of the Government Code, each Party paying for the performance of government functions or services must make those payments from current revenues available to the paying Party. Neither the City of Georgetown nor the City of Garland will charge an administrative fee.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized offices.

CITY OF GARLAND

CITY OF GEORGETOWN

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

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

TITLE: \_\_\_\_\_

TITLE: Josh Schroeder, Mayor

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY for the City of Garland

\_\_\_\_\_  
City Attorney of City of Georgetown