

STATE OF TEXAS

§

INTERLOCAL AGREEMENT

COUNTY OF BEXAR

§

FOR PURCHASING

This Interlocal Agreement (the "ILA" or "Agreement") is entered into between the City of San Antonio, (the "City"), a political subdivision of the State of Texas and River Authority, a political subdivision of the State of Texas, individually "Party", 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 *et seq.*

## **ARTICLE I** **PURPOSE**

1.01 The purpose of this ILA is to set forth an agreement between the Parties regarding: the Parties' participation, pursuant to Local Government Code Section 271.101, in a cooperative purchasing program wherein the Parties are allowed to ride contracts with participating vendors, and also the Parties' agreement, pursuant to Government Code Section 791.025, to purchase surplus goods and services from each other.

## **ARTICLE II** **DESIGNATION OF REPRESENTATIVES**

2.01 City hereby appoints the City Purchasing Agent as its designated representative with regard to this Agreement. The City Purchasing Officer is the primary point of contact for River Authority.

2.02 River Authority hereby appoints Purchasing Officer, as its designated representative with regard to this Agreement. The Purchasing Officer shall be the primary point of contact for River Authority.

## **ARTICLE III** **TERM**

3.01 This ILA shall be effective upon execution by the last signatory and shall be in effect from the date of execution until terminated by either party to the agreement.

## **ARTICLE IV** **COOPERATIVE PURCHASING AND SURPLUS PURCHASING**

4.01 Definitions:

The following terms used in this section, Cooperative Purchasing, 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.

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.

4.07 For every Purchase Contract that a party rides, it will pay the other party an administrative fee of \$100.00.

4.08 In the event that a Party to this agreement has surplus goods or services, that Party may choose to sell those surplus goods and services to the other Party at a fair and reasonable price, as determined by the surplus owner.

**ARTICLE V**  
**PAYMENT**

5.01 The Riding Party will pay the administrative fee to the Awarding Party within 30 days of contracting with the Vendor.

**ARTICLE VI**  
**INDEPENDENT CONTRACTOR STATUS AND SUBCONTRACTORS**

6.01 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**

7.01 All notices to be given under this Agreement shall be in writing and shall either be personally served, documented with written receipt, or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties may designate in accordance with this provision. All notices given by mail shall be considered to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to City:	City Manager City of San Antonio P.O. Box 839966 San Antonio, Texas 78201
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If to River Authority:	Purchasing Officer San Antonio River Authority 100 E. Guenther Street San Antonio, Texas 78204
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**ARTICLE VIII**  
**LAW GOVERNING**

8.01 This Agreement and all claims, disputes, or other matters in controversy between the Parties 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 IX**  
**SEVERABILITY**

9.01 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 X**  
**AMENDMENT**

10.01 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 the Parties.

**ARTICLE XII**  
**ASSIGNMENT**

11.01 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 XIII**  
**FORCE MAJEURE**

12.01 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 XIV**  
**NO WAIVER OF BREACH**

13.01 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.

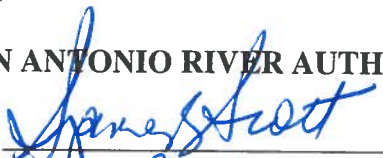
Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF SAN ANTONIO:**

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

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

**SAN ANTONIO RIVER AUTHORITY:**

By:   
Printed Name: Suzanne B Scott  
Title: General Manager

**ATTEST:**

\_\_\_\_\_


City Clerk

**APPROVED AS TO LEGAL FORM:**

City Attorney's Office

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

San Antonio River Authority

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

Allison Elder

Director of Legal Services