

INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE, TEXAS AND THE CITY OF JACKSONVILLE, TEXAS

This Interlocal Purchase Agreement (the "Agreement") is entered into between the City of Grand Prairie, Texas, and the City of Jacksonville, Texas, acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code ("Chapter 271"), for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Gov't Code and Subchapter F of Chapter 271; and

WHEREAS, the Parties are local governments as that term is defined in Section 721.101 (2) of the Texas Local Gov't Code; and

WHEREAS, Section 721.102 of the Texas Local Gov't Code authorizes local governments to participate in a purchase with another local government or local cooperative organization; and

WHEREAS, a local government, The City of Grand Prairie has a 2011 Harbor Guard Fire and Rescue Boat that is surplus; and

WHEREAS, The City of Jacksonville has a need for a fire rescue boat to provide Fire Fighting and Rescue function within the city limits (Lake Jacksonville) and will purchase the 2011 Harbor Guard Fire and Rescue Boat for \$48,000; and

WHEREAS, the Parties, acting by and through their respective governing bodies adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good valuable consideration, the receipt and sufficiently of which is acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

1. The purpose of this Agreement is to Transfer ownership of the 2011 Harbor Guard Fire and Rescue Boat from the City of Grand Prairie, Texas to the City of Jacksonville, Texas.

ARTICLE II

TERM

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (“Effective Date”).

ARTICLE IV MISCELLANEOUS

4A. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

4B. **Amendment:** This Agreement may be amended by the mutual written agreement of all of the Parties.

4C. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4D. **Governing Law:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Dallas County, Texas.

4E. **Entire Agreement:** This Agreement represents the entire agreement among the Parties with respect to the Subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4F. **Recitals:** The recitals to this Agreement are incorporated herein.

4G. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

4H. **No Assignment:** The Parties may not assign or transfer their rights under this Agreement.

4I. **Compliance with Law:** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

4J. **No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement shall be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

4K. Each Party warrants that this Agreement has been authorized by their respective governing bodies, and the person signing below has authority to sign this Agreement.

EXECUTED this _____ day of _____, 2019.

CITY OF GRAND PRAIRIE, TEXAS

By: _____

Name: Tom Hart
Title: City Manager
Date Signed:
Address for Notice:
Tom Hart
City Manager
317 College St.
Grand Prairie, Texas 75050

EXECUTED this _____ day of _____, 2019.

CITY OF JACKSONVILLE, TEXAS

By: _____

Name: Greg Smith
Title City Manager
Date Signed:
Address for Notice:
City of Jacksonville
315 South Ragsdale
Jacksonville, Texas 75766