

**RESOLUTION NO. R-2019-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY ALLOWING THE CITY OF BASTROP TO PARTICIPATE IN THE TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of local government to ensure that purchasing laws are followed; and

**WHEREAS**, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code providing for the cooperation between local governmental bodies; and

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract ; and

**WHEREAS**, at the September 17, 2019 Council Meeting, staff presented the Financial Management Policy for annual review by the City Council; and

**WHEREAS**, the governing bodies find that the performance of this contract is in the common interest of both parties.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**SECTION 1:** The City Council hereby approves the City of Bastrop Interlocal Agreement with Tarrant County, which is attached as Exhibit A, and authorizes the City Manager to execute all necessary documents.

**SECTION 2:** Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

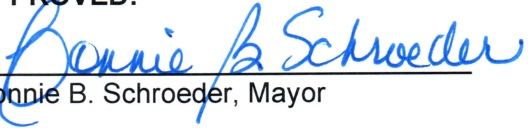
**SECTION 3:** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 4:** This resolution shall take effect immediately from and after its passage, and it is duly resolved.


**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas on the 22<sup>th</sup> day of October 2019.

**CITY OF BASTROP, TEXAS**

**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

EXHIBIT A



**TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM**  
**ENTITY INFORMATION SHEET**

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this Entity Information Sheet and return to Jennice Anderson, Tarrant County Cooperative Purchasing Administrator. **(Address and additional information below regarding the Interlocal Agreement Form)**. Please contact Ms. Anderson at (817) 884-1414 if you have any questions.

Name of Entity: City of Bastrop

Point of Contact: Tracy Waldron

Title: CFO

Phone Number: 512-332-8823

Fax Number: 512-332-8829

Internet Address: www.cityofbastrop.org

E-Mail Address: twaldron@cityofbastrop.org

Additional Contacts: Halee Delarosa

Complete Mailing Address: PO Box 427 Bastrop, TX 78602

Information as of this Date: 10/14/2019

**NOTE:** To complete the Interlocal Agreement, please sign and return **FOUR (4) DUPLICATE ORIGINAL AGREEMENTS, EACH CONTAINING AN ORIGINAL SIGNATURE**, to the attention of Jennice Anderson, Cooperative Purchasing Administrator, Tarrant County Purchasing Department, 100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76196.



## INTERLOCAL AGREEMENT

**BETWEEN COUNTY OF TARRANT AND CITY OF BASTROP**

This Agreement is made this 14 day of OCTOBER, 2019 between the County of Tarrant, Texas and CITY OF BASTROP.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

CITY OF BASTROP, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. CITY OF BASTROP agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

CITY OF BASTROP agrees that all specifications for selected items shall be determined by Tarrant County.

III.

CITY OF BASTROP agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill CITY OF BASTROP directly for all items purchased, and CITY OF BASTROP shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

LYNDA HUMBLE (name), CITY MANAGER (title) is hereby designated as the official representative to act for CITY OF BASTROP in all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

**TARRANT COUNTY**

(Entity) CITY OF BASTROP

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

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

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

TITLE: CITY MANAGER

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

DATE: 10/14/2019