AGENDA ITEM
CA27

# AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

**Date:** 06/17/2026

**Meeting Date:** 7/13/2026

**Submitted By:** Lance Anderson

**Department:** Purcahsing

**Signature of Elected Official/Department Head:**

**Court Decision:**
This section to be completed by County Judge's Office

Johnson County
APPROVED
Commissioners Court
7.13.2026

**Description:**

Consideration to approve the Master Interlocal Cooperative Purchasing Agreement between the City of Grand Prairie and Johnson County with authorization for the County Judge to sign.

(May attach additional sheets if necessary)

**Person to Present:** Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

**Check All Departments That Have Been Notified:**

☐ County Attorney ☐ IT ☑ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email**

**Approved in CC on 9/11/2023**

# MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF GRAND PRAIRIE AND JOHNSON COUNTY, TEXAS

**THIS MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT** ("Agreement") is made and entered into as of the last date signed by both Parties, by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **JOHNSON COUNTY, TEXAS** (hereinafter referred to as "ENTITY" OR "COUNTY") a political subdivision of the State of Texas. CITY and ENTITY shall each be referred to individually herein as a "Party" and shall collectively be referred to as the "Parties."

**WHEREAS,** Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services; and

**WHEREAS,** the Parties desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

**WHEREAS,** the Parties represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and

**WHEREAS,** it is deemed in the best interest of all Parties that said Parties do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services; and

**WHEREAS,** the Parties' respective governing bodies are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

**WHEREAS,** each Party has sufficient resources to perform the functions contemplated by this Agreement.

**NOW THEREFORE,** the parties hereto, in consideration of the mutual covenants and conditions contained herein, the Parties promise and agree as to each of the other as follows:

1. **Responsibilities of the Parties**.

   A. The Parties are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate laws and procedures governing competitive bids and competitive proposals, if required.

   B. The Parties agree that the ordering of goods and services is the responsibility of the

Party seeking to obtain such goods and services under the established contract, and that said Party shall deal directly with the vendor in obtaining the goods and services and payment therefore. The Party seeking to obtain goods and services from vendor shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither Party warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a Party seeking to obtain goods and services from a vendor and the vendor, the same shall be handled by and between that Party and the vendor.

C. Each Party shall pay invoices directly to the vendor of goods and services that are invoiced and delivered directly to that respective Party.

D. Participation of either Party in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either Party from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

E. Each Party shall ensure that all applicable laws and ordinances have been satisfied.

2. **Relationship of Parties.** The Parties shall perform all work and services under this Agreement as independent contractors. It is expressly understood that the employees, methods, contractors, facilities and equipment of each Party shall at all times be under its exclusive jurisdiction, direction and control. Nothing herein shall be construed as creating a partnership or joint venture between the Parties, its agents, employees and subcontractors; and the doctrine of respondent superior shall have no application as between the Parties.

3. **Effective Date and Term.** This Agreement shall be in full force and effect as of the last date of execution by the Parties hereto and shall remain in effect, unless terminated by either Party as provided for in Section 5 herein.

4. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all Parties. Mutual consent will be demonstrated by approval of the governing body of each Party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.

5. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party as set forth in Section 9 herein.

6. **Hold Harmless. EACH PARTY SHALL BE LIABLE FOR ANY AND ALL CLAIMS, LOSS, DAMAGE OR INJURY, INCLUDING DAMAGE TO PROPERTY PERSONAL INJURY, ARISING OUT OF OR CAUSED BY THE**

**ACTS, OMISSIONS, OR WILFULL MISCONDUCT OF ITS OWN EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES.**

7. **Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8. **Designated Representative.** The parties mutually agree that each Party shall designate a person to act under the direction of, and on behalf of, that local government in all matters relating to this Agreement. (the "Designated Representative"). The Designated Representative for each Party is listed in Section 9 herein.

9. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) business days of any change in the information listed in this Section.

**City of Grand Prairie:**
Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
300 W. Main St.
Grand Prairie, TX 75050
972-237-8269 ~ ph
GPpurchasing.gptx.org

**Johnson County, Tx:**
Purchasing Division
JOHNSON COUNTY, TX
Attn: Lance Anderson – Purchasing Agent
411 Marti Drive
Cleburne, Texas 76033
817-556-6382 ~ ph
landerson@johnsoncountytx.org

10. **Governing Law/Venue.** This Agreement is made subject to the existing provisions of the Charter of the CITY, its rules, regulations, procedures and ordinances, present and future, and is made in accordance with and shall be governed by the laws of the state of Texas. This Agreement shall be performable in Grand Prairie, Texas, and the Parties

agree that if any State Court action is necessary to enforce this Agreement, exclusive venue will lie in Dallas County, Texas. Venue for any Federal Court action shall be in the United States District Court for the Northern District of Texas, Dallas Division.

11. **Electronic Signature**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

12. **Entire Agreement.** This Agreement and any documents referenced herein and incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed by an authorized representative of each participating Party.

**CITY OF GRAND PRAIRIE**

By:_____
Megan Mahan, Deputy City Manager

Date:_____

ATTEST:

_____
Mona Lisa Galicia, City Secretary

**JOHNSON COUNTY, TEXAS**

_____
Name: Christopher Bodeker
Title: Johnson County Judge

Date: 7-13-24

ATTEST:

_____
Name: April Long
Title: County Clerk

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

APPROVED AS TO FORM:

_____
Maleshia B. McGinnis, City Attorney