

# City of Kingsville, Texas

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## **AMENDED AGENDA** **CITY COMMISSION**

**TUESDAY, JANUARY 18, 2011**  
**SPECIAL MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS**  
**CITY HALL/200 EAST KLEBERG AVENUE**  
**6:00 P.M.**

### **I. Preliminary Proceedings.**

#### **OPEN MEETING**

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

APPROVED BY:

*Courtney Alvarez/esi*  
Courtney Alvarez  
Interim City Manager

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

NONE

### **III. Reports from Commission & Staff<sup>2</sup>**

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Convention and Visitor's Bureau, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public, Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor presentation. No formal action can be taken on these items at this time."*

### **IV. Public Comment on Agenda Items<sup>3</sup>**

1. Comments on all agenda and non-agenda items.

**V.**

**Consent Agenda**

**Notice to the Public**

*The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member or a citizen, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.*

**CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:**

*(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)*

None.

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

1. Consider projects and equipment list for Certificates of Obligation series 2011. (Interim City Manager).
2. Consider resolution authorizing the City Manager to enter into a Cooperative Purchasing Agreement between the City of Kingsville and the City of Ft. Worth. (Purchasing Director).

**VII. Adjournment.**

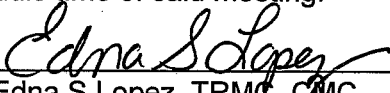
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizens comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

**NOTICE**

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [citysec@cityofkingsville.com](mailto:citysec@cityofkingsville.com) for further information. Braille Is Not Available. The City of Kingsville reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086 regarding any item on this agenda.

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board in the City Hall, 200 East Kleberg, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

January 15, 2011 at 11:00 A.M. and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting.

  
\_\_\_\_\_  
Edna S Lopez, TRMC, CMC  
City Secretary  
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: \_\_\_\_\_

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

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# **MINUTES OF PREVIOUS MEETING(S)**

# **PUBLIC HEARING(S)**

**PETITIONS,  
GRIEVANCES, &  
PRESENTATIONS**

# **CONSENT AGENDA**

# **(REGULAR AGENDA)**

# **AGENDA ITEM #1**

**GENERAL FUND**

STREETS

Street Name	From	To	Blocks	Cost
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**2009-2010**

**Reconstruction Only**

Wells	King	Kenedy	1	\$ 7,359.48
7th Street	Alice	Lee	1	\$ 7,359.48
8th Street	Ella	Nettie	1	\$ 7,359.48
12th Street	Henrietta	Yoakum	1	\$ 7,359.48
11th Street	Henrietta	Lee	1	\$ 7,359.48
10th Street	Fordyce	Doddridge	2	\$ 14,718.96
10th Street	Warren	Ceasar	2	\$ 14,718.96
Mildred	21st Street	Cul-De-Sac	1	\$ 7,359.48
Nancy	21st Street	Cul-De-Sac	1	\$ 7,359.48
Linda	21st Street	Cul-De-Sac	1	\$ 7,359.48
Calvin	21st Street	Cul-De-Sac	1	\$ 7,359.48
5th Street	Lemonwood	100 ft North	0.25	\$ 1,839.87
5th Street	Santa Gertrudis	Henrietta	4	\$ 29,437.92
Wells	Ella	Nettie	1	\$ 7,359.48
1st Street	Santa Gertrudis	Ave B	4	\$ 29,437.92
2nd Street	Santa Gertrudis	Nettie	3	\$ 22,078.44
3rd Street	Nettie	Ave D	4	\$ 29,437.92
4th Street	Ave A	Creek	2.5	\$ 18,398.70
Ave A	Armostrong	1st	2	\$ 14,718.96
Ave B	Armostrong	4th	5	\$ 36,797.40
Ave C	Armostrong	Creek	6	\$ 44,156.88
Intersections Repair	Santa Gertrudis & Corral	Armostrong 5th	1	\$ 7,359.48
		<b>Total</b>		\$ 336,696.21
		45.75		

**Reconstruction with Limestone Base**

College Place	Johnston	Cul-De-Sac	1	\$ 14,199.48
Circle Drive	Lawndale	Center Drive	1	\$ 14,199.48
Annette/Kathleen	Ailsie Ave	Lawndale	5	\$ 70,997.40
Lawndale	Circle Drive	End	7	\$ 99,396.36
		<b>Total</b>		\$ 198,792.72
		.14		

**Hot Mix**

18th	Cesar	Calvin	3.5	\$ 57,127.70
21st Street	Ceasar	John Ave	5	\$ 81,611.00
Wells Street	Santa Gertrudis	Ella	1	\$ 16,322.20
Candlewood	5th	4th	1	\$ 16,322.20
4th Street	Candlewood	Briarwood	1	\$ 16,322.20
Briarwood	3rd	5th	2	\$ 32,644.40
3rd Street	Briarwood	Birchwood	2	\$ 32,644.40
4th Street	Lemonwood	South End	1	\$ 16,322.20
5th Street	Lemonwood	South End	1	\$ 16,322.20
Santa Gertrudis	14th Street	13th Street	1	\$ 16,322.20
19th	Lott	Warren	Partial	\$ 15,000.00
		<b>Total</b>		\$ 301,960.70
		18.5		

**Total for 2009-2010 :** 78.25 \$ 837,449.63

Fiscal Year 2009-2010, \$400,000 project completed \$ 400,000.00

Remaining Project from Fiscal Yr 2009-2010 **\$ 437,449.63**

\*Projects cost of 437,449.63 (\$837,449.63-\$400,000) will be done in next years

Street Name	From	To	Blocks	Cost
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**2010-2011**

**Reconstruction Only**

William	Kenedy	Johnston	4	\$ 29,437.92
Johnston	College Place	Armstrong	5	\$ 36,797.40
Doddridge	Armstrong	2nd Street	3	\$ 22,078.44
E. Ave B	9th Street	6th Street	3	\$ 22,078.44
E. Ave A	N. 12st Street	N. 14th Street	2	\$ 14,718.96
E. Lee	7th Street	14th Street	7	\$ 51,516.36
			<b>Total</b>	\$ 176,627.52
			24	

**Reconstruction with Limestone Base**

Johnston	College Place	Dead End	2	\$ 28,398.96
N. 7th Street	E. Ave B	E. Ave C	1	\$ 14,199.48
Wilson	E. Santa Gertrudis	E. Ella	1.5	\$ 21,299.22
			<b>Total</b>	\$ 63,897.66
			4.5	

**Hot Mix**

Shelton	6th Street	8th Street	2	\$ 32,644.40
Yoakum	15th Street	17th Street	2	\$ 32,644.40
Yoakum	17th Street	Cul-De-Sac	1	\$ 16,322.20
13th Street	Caesar	Shelton	3	\$ 48,966.60
16th Street	Caesar	Johnston	4	\$ 65,288.80
17th Street	18th Street	Lott	2	\$ 32,644.40
10th Street	Yukum	Kleberg	1	\$ 16,322.20
			<b>Total</b>	\$ 244,833.00
			15	

**Total for 2010-2011 :** 43.5 \$ **485,358.18**

Street Name	From	To	Blocks	Cost
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**2011-2012**

**Reconstruction Only**

Warren	Armstrong	2nd Street	3	\$	22,078.44
1st Street	Corral	West Ave I	4	\$	29,437.92
West Ave I	Armstrong	First Street	2	\$	14,718.96
West Ave G	Armstrong	First Street	2	\$	14,718.96
Ella	14th Street	17th Street	3	\$	22,078.44
			<b>Total</b>	\$	103,032.72
			14		

**Reconstruction with Limestone Base**

E. Ella	N. 6th	N. 10th	4	\$	56,797.92
Miller	6th Street	8th Street	2	\$	28,398.96
Oklahoma	Johnston	Lott	1	\$	14,199.48
			<b>Total</b>	\$	99,396.36
			7		

**Hot Mix**

Ragland	15th Street	16th Street	1	\$	16,322.20
19th Street	Lott	Warren	5	\$	81,611.00
Jackson Street	King	Kenedy	1	\$	16,322.20
10th Street	Yoakum	Kleberg	1	\$	16,322.20
12th Street	Alice	Henrietta	2	\$	32,644.40
7th Street	Huisache	Fordyce	1	\$	16,322.20
10th Street	Huisache	Fordyce	1	\$	16,322.20
7th Street	Elizabeth	Ailsie	1	\$	16,322.20
11th Street	Ailsie	Elizabeth	1	\$	16,322.20
Fordyce	15th Street	16th Street	1	\$	16,322.20
Warren	18th Street	21st Street	3	\$	48,966.60
			<b>Total</b>	\$	293,799.60
			18		
			39		

**Total for 2011-2012: \$ 496,228.68**

**Street Name**  
**2012-2013**

**From**

**To**

**Blocks**

**Cost**

**Reconstruction Only**

Ave C	9th Street	14th Street	5	\$	36,797.40
E. Nettie	N. 6th Street	N. 10th Street	4	\$	29,437.92
Miller	8th Street	700 E Miller	1.5	\$	11,039.22
			10.5		
			<b>Total</b>	<b>\$</b>	<b>77,274.54</b>

**Reconstruction with Limestone Base**

Shelton	6th Street	14th Street	8	\$	113,595.84
23rd, 25th & 26th Streets	Oklahom	Kenedy	3	\$	42,598.44
			11		
			<b>Total</b>	<b>\$</b>	<b>156,194.28</b>

**Hot Mix**

Johnston/Fordyce/Huisache	17th Street	18th Street	3	\$	48,966.60
Ailsie	End of New Pav.	Loop 428	10	\$	163,222.00
			<b>Total</b>	<b>\$</b>	<b>212,188.60</b>
			13		
			34.5		
			<b>Total for 2012-2013 :</b>	<b>\$</b>	<b>445,657.42</b>

## Cost will be shared with TAMUK & King Ranch

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Blocks</b>	<b>Cost</b>
<b>Hot Mix</b>				
Armstrong	Santa Gertrudis	Corral		\$ 80,000.00
*TAMU-K's share is \$50,000 and The City of Kingsville's share is \$80,000				
Corral/Santa Rosa	Armstrong	Santa Gertrudis	22	\$ 119,696.13
*Total cost will be divided equally among The City of Kingsville, TAMU-K and King Ranch				

## Cost will be shared with Water & Street Department

### Intersections from 6th to 14th and Kenedy to Ragland

Total \$100,000 \$50,000.00  
(Hot Mix, Patching and Concrete Work)

**GENERAL FUND**  
**VEHICLE & EQUIPMENT**

DEPT #	DEPT NAME	SUPERVISOR	2010-11	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	NOTES	EUL
GF 001									
210.2	Police	Chief Torres		Caterpillar Model C9 Generator & Automatic Transfer Switch	1	112,914	112,914		7
210.2	Police	Chief Torres		Chevy Tahoe	1	35,000	35,000		7
210.2	Police	Chief Torres		Chevy Tahoe	1	35,000	35,000		7
210.2	Police	Chief Torres		Chevy Tahoe	1	35,000	35,000		7
220.0	Fire	Chief Lopez		Tough Book 30X2 (Truck Unit) Hazmat / Pre-plan	1	5,000	5,000		3
220.0	Fire	Chief Lopez		Tough Book 30X2 (Truck Unit) Hazmat / Pre-plan	1	5,000	5,000		3
220.0	Fire	Chief Lopez		Tough Book 30X2 (Command Unit) Hazmat / Pre-plan	1	5,000	5,000		3
220.0	Fire	Chief Lopez		Complete Replacement (rebuild) of Roof over Stalls	1	48,000	48,000		20
220.0	Fire	Chief Lopez		Emergency Generator to run the Central Fire Station	1	28,000	28,000		7
220.0	Fire	Chief Lopez		Station 2 - 26' X 40' Dormitory (new Sleeping Quarters)	1	75,000	75,000		20
220.0	Fire	Chief Lopez		Station 2 - Remodel Kitchen	1	20,800	20,800		20
220.0	Fire	Chief Lopez		Attach Pumper & serve as a High Profile Rescue Vehicle	1	210,000	210,000		7-15 yr
220.0	Fire	Chief Lopez		Replace Fire Chief's Vehicle	1	35,000	35,000		7
220.0	Fire	Chief Lopez		Ambulance (replace 1998 unit)	1	130,000	130,000		7
220.0	Fire	Chief Lopez		Self-Contained Breathing Apparatus Units (complete units 12/1/10 email ql	5	5,429	27,145		5
220.0	Fire	Chief Lopez		Self-Contained Breathing Apparatus Units (12/1/10 quote price increase ov	25	179	4,475		5
220.0	Fire	Chief Lopez		Pak-tracker Receiver to replace old PASS system	1	2,567	2,567		5
220.0	Fire	Chief Lopez		Air Monitor Hazmat Unit	1	6,855	6,855		5
301.0	Engineering	Naim MdKhan		4x4 Extended Cab Ford F150 Pick-up Truck with Top Light Bar (Half in 301 & 800 half each department)	1	16,125	16,125		602,842
				\$32,250 divided by 2					
				Did the new vehicle from the task force meet this need?	Yes				
305.0	Street	Naim MdKhan		1/2 Ton Pick-up (replace Unit 519)	1	20,000	20,000		7
305.0	Street	Naim MdKhan		1/2 Ton Pick-up (replace Unit 502)	1	20,000	20,000		7
305.0	Street	Naim MdKhan		1/2 Ton Pick-up (replace Unit 584)	1	20,000	20,000		7
305.0	Street	Naim MdKhan		1/2 Ton Pick-up (replace Unit 585)	1	20,000	20,000		7
305.0	Street	Naim MdKhan		1 Ton Pick-up (replace Unit 518)	1	37,000	37,000		7
305.0	Street	Naim MdKhan		Tractor with mower	1	55,000	55,000		5
305.0	Street	Naim MdKhan		Backhoe Case Model (replace Unit 528)	1	80,000	80,000		7
305.0	Street	Naim MdKhan		Tandem 15 Yard Dump Truck	1	86,000	86,000		7
305.0	Street	Naim MdKhan		Two Steel Drum Roller (replace 1982 National Dump Truck)	1	24,000	24,000		7
305.0	Street	Naim MdKhan		Sign Machine (for stop signs, yield signs, street name signs)	1	35,000	35,000		5
305.0	Street	Naim MdKhan		Road Grader	1	130,000	130,000	15 yr	7-15 yr
					527,000				
440.0	Health	Yolanda Cadena		Heavy Duty Sprayer & Generator	1	9,416	9,416		5
440.0	Health	Yolanda Cadena		Heavy Duty Sprayer & Generator	1	9,416	9,416		5
440.0	Health	Yolanda Cadena		Single Cab 1/2 Ton 2010 Pick-up	1	16,500	16,500		7

CAPITAL OUTLAY

DEPT # DEPT NAME SUPERVISOR 2010-11 QTY UNIT PRICE TOTAL COST NOTES EUI

440.0 Health Yolanda Cadena Single Cab 1/2 Ton 2010 Pick-up 1 16,500 16,500

51,832 / 2 25,916

460.0 Library Robert Rodriguez None (Though the Library didn't request Capital Outlay for FY 2010-11 they are up-grading their computers through private foundation donations. Robert Rodriguez says the up-grade may be in the \$55-60K range.) 0

Also, Robert Rodriguez mention the AVC units and need for a Meeting Room.

**GENERAL FUND - TOTAL** 1,415,713

**GENERAL FUND**

CITY HALL REMODELING

08/05/2010

**Probable Estimate for Old High School**

<b>Item</b>		<b>Estimate</b>
1. Roof Repair	\$	-
2. Plumbing (pipe, faucett, sink, commode, all ADA compliant)	\$	300,000.00
3. Electrical (wire, light, panel)	\$	400,000.00
4. HVAC	\$	300,000.00
5. Building (door, window, floor, cabinet, paint)	\$	500,000.00
6. Phone/Internet	\$	100,000.00
7. Furniture	\$	100,000.00
8. Sprinklers	\$	300,000.00
	<b>Total Cost Estimate:</b>	<b>\$ 2,000,000.00</b>

**Note : On 11/8/10 Mayor Fugate reduced this amount \$700K to \$2,000,000**

**GENERAL FUND**

**DRAINAGE**

## 5 Year Plan for Drainage Project

**2010-2011**

Project Name	FY Funding Needed	Total Cost	Funding Source
A Calculate the capacity of existing inlets on 14th Street and King Avenue. Determine the number and size of new inlets on 14th, King and all other connecting streets. Design lateral pipes connecting new inlets to existing storm sewer pipe along 14th Street and King Avenue (Including pavement, sidewalk, curb & gutter, street sign removal and replacement) (City of Kingsville & TxDOT), Total Cost = \$450,000 (2/3 - The City, 1/3 TxDOT)	2010-2011	\$300,000.00	
B Channel improvement, culverts, headwall and grass sod on the base of the channel, on Santa Rosa and Corral road Drainage Project (City of Kingsville) (use old pipes, need to buy Box culvert for downstream)	2010-2011	\$150,000.00	
C Drainage channel, Drop inlet and pipe on Michael Drive and Elizabeth Drive (City of Kingsville) (use old pipes in the yard)	2010-2011	\$15,000.00	
D Clean & Compact the bank of the existing open channel, install Concrete slab and apron on the banks, install inlet top at the top of Junction Structure, install concrete apron around the headwall at the End of Carraige Park Drainage Channel - Intersection with General Cavazos (City of Kingsville)	2010-2011	\$15,000.00	
E Install curb inlet in Fordice and 17th Street , connect the inlets with existing inlets at 17th Street & Johnston. (City of Kingsville)	2010-2011	\$40,000.00	
F Remove and install Curb and Gutter - Kathleen to Circle Drive on Lawndale Drive (825') (City of Kingsville)	2010-2011	\$40,000.00	
G Remove and replace Curb & Gutter - Wanda to Armstrong on Johnston plus Valley gutter on Wanda -500' (City of Kingsville)	2010-2011	\$25,000.00	
H Remove and replace Curb & Gutter - Warren in between 21th to 18th Street -300 ft (City of Kingsville)	2010-2011	\$10,000.00	
I 2 foot Concrete Base on the Ditch between Santa Gertrudis Estate and the TAMU-K parking lot Remove and replace valley gutter at the intersection of Seale and new parking lot, grade the Channel, Total 100,000 (TAMUK and The City of Kingsville, 40%/60%)	2010-2011	\$60,000.00	
J Storm Drain Fee Study		\$80,000.00	
<b>Total 2010 - 2011</b>		<b>\$735,000.00</b>	

**UTILITY FUND**



# **AGENDA ITEM #2**

RESOLUTION # \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE CITY OF FT WORTH; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") and the City of Ft Worth are both local governments organized under the laws of the state of Texas and try to work together for the benefit of our citizenry when able to do so; and

**WHEREAS**, City of Ft Worth has previously bid out numerous governmental purchasing contracts and state laws allows other cities to enter into agreements like this one to take advantage of those purchasing contracts for the benefit of their city; and

**WHEREAS**, the City has previously entered into cooperative purchasing agreements with other entities and found them to be useful; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Cooperative Purchasing Agreement Between the City of Kingsville and the City of Ft Worth in accordance with Exhibit A hereto attached and made a part hereof.

II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

**THAT** this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the \_\_\_\_\_th day of \_\_\_\_\_, 2010.

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Sam R. Fugate, Mayor

ATTEST:

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Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

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Courtney Alvarez, City Attorney

**CITY SECRETARY**  
**CONTRACT NO. \_\_\_\_\_**

**COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Interlocal Agreement (“Agreement”) is made and entered into as of the date written below between the City of Kingsville Texas (“Kingsville”) and the City of Fort Worth, Texas (“Fort Worth”).

**WHEREAS**, both Kingsville and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

**WHEREAS**, Kingsville and the Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

**NOW, THEREFORE**, for and in consideration of the mutual obligations and benefits contained herein, Kingsville and City of Fort Worth agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide Kingsville and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

**SECTION 3.** , At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

**SECTION 4.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

Fort Worth & Kingsville  
Cooperative Purchasing Agreement

**SECTION 5.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

**SECTION 7.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 8.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**SECTION 9.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**SECTION 10.** Execution of this Agreement does not obligate Kingsville or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

**SECTION 11.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 12.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 13.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

Fort Worth & Kingsville  
Cooperative Purchasing Agreement

EXECUTED this \_\_\_\_\_ day of January, 2011.

**CITY OF FORT WORTH**  
1000 Throckmorton  
Fort Worth, Texas 76102

**CITY OF Kingsville**  
**200 E Kleberg**  
**Kingsville, Texas 78363**

City Manager's Office:

City Manager's Office:

\_\_\_\_\_  
Karen Montgomery  
Assistant City Manager/CFO

BY \_\_\_\_\_  
TITLE Interim City Manager

City Secretary's Office:

City Secretary's Office:

\_\_\_\_\_  
Marty Hendrix  
City Secretary

BY \_\_\_\_\_  
TITLE City Secretary

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to Form and Legality

City Attorney's Office:

City Attorney's Office:

\_\_\_\_\_  
Maleshia Farmer  
Assistant City Attorney

\_\_\_\_\_  
City Attorney