

Participating Agreement

| This Agreement is entered into on this | day of | in the year | , by and between |
|---|-----------|------------------------|------------------------|
| THE CITY OF ROUND Nock, TX | | and 1GPA. The purp | oose of this Agreement |
| | | o purchase commodities | |
| the same terms, conditions and prices as is available to all 1GPA members/participants. | | | |
| With respect to this Participating Agreement, | CITY OF M | ound Nock, TX | and 1GPA, |
| | | cy Name) | |

Texas Government Code Chapter 271 - allows Texas governments to contract with and between other government and/or nonprofit agencies, to provide governmental functions and services, and to join together in contracting with others to provide goods and services.

Agree to the following:

- 1. 1GPA has secured the contractor's agreement to provide commodities and/or services to it's
 members under the terms, conditions and prices as contracted for Governmental
 Agencies (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all
 other governmental agencies and entities)
- 2. The authorized participating agency shall issue any and all purchase orders or other applicable authorizations for purchases made on it's behalf to 1GPA contractors.
- 4. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
- 5. The exercise of any rights or remedies by 1GPA and/or its participants shall be the Exclusive obligation of 1GPA and/or its participants.
- 6. City of Moul Mode, Tx (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued (see contact information below.
- 7. 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
- This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties to the Agreement.
- 9. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
- 10. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 11 below.
- 11. Either party to this Agreement may terminate the Agreement by giving thirty (30) days Written notice to the other party. Any such notice shall be sent to the addresses listed below.

| IN WITHLESS WITEREOF, the parties of this Agreement have caused their haines to be affixed hereto. | | | |
|--|---------------|--|--|
| Name of City: | Address: | | |
| Printed Name: | | | |
| Signature: | Email: | | |
| Date: | Phone Number: | | |
| 1GPA Approvals | | | |
| 1GPA Signature: WBoyle | | | |
| Printed Name: JII Boule | | | |
| Title: Regional Manager | | | |
| Date: 6/4/2015 | | | |

1GPA – Texas 401 Congress Ave., Suite 1540 Austin, TX. 78701

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