

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Financial Services-Purchasing Division

AGENDA DATE: August 21, 2007

CONTACT PERSON/PHONE: Terrence Freiburg-Purchasing Manager; 541-4313

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve an Interlocal Agreement and Resolution authorizing the City of El Paso to participate in the Texas Association of School Boards and the Cooperative Purchasing Network, Buyboard.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City of El Paso has the general authority to access the contracts of other governmental agencies available through local, regional and state cooperative purchasing programs. In order for the City of El Paso to achieve high volume discount pricing, combining the City of El Paso purchasing requirements with other agencies will result in direct cost and administrative savings to the City. The Cooperative Purchasing Network, Buyboard offers various contracts, competitively solicited that can be used by other governmental agencies. This program is non-exclusive and voluntary. The City of El Paso can use those contracts to meet the City's specific needs and requirements and at the same time save on the overall value.

AMOUNT AND SOURCE OF FUNDING:

There is no cost to participate in this program. Staff believes participation in this program will produce cost and administrative savings and will provide the best value to the agency/ taxpayers of the City of El Paso.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____

FINANCE: (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, the City of El Paso (the "**City**") pursuant to the authority granted in the State of Texas Statutes Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F. Section 271.101 and Section 271.102 desires to participate in the Texas Association of School Boards, Inc. (TASB, Inc.) Purchasing Cooperative BuyBoard. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

WHEREAS, the City desires to participate for the purpose of fulfilling and executing its respective governmental purposes, goals objectives, programs and functions;

WHEREAS, the City seeks to utilize the contracts offered through the TASB, Inc. BuyBoard;

WHEREAS, the City has reviewed the benefits of participating in this program and based on this review has concluded that the program will benefit City of El Paso taxpayers through anticipated procurement savings; and

WHEREAS, the City desires to participate in the Texas Association of School Boards, Inc. BuyBoard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the city is hereby authorized to participate in the Texas Association of School Boards, Inc. Purchasing Cooperative BuyBoard and to sign the Interlocal Agreement and Nonprofit Subscriber Agreement.

PASSED AND APPROVED this _____ day of _____, 2007.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

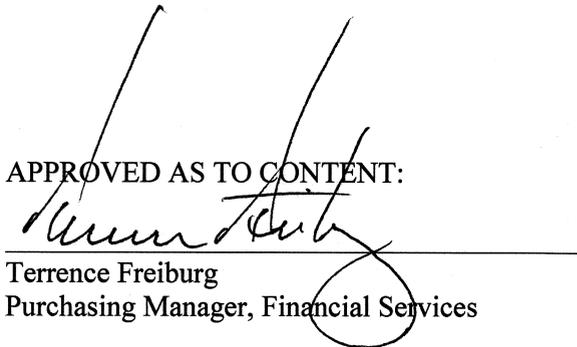
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

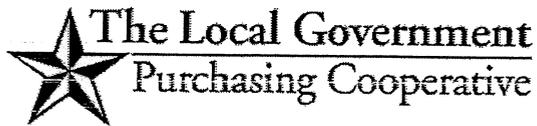


Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



Terrence Freiburg
Purchasing Manager, Financial Services



INTERLOCAL PARTICIPATION AGREEMENT

for the

The Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is a local cooperative association as authorized under Section 271.101 of the Local Government Code; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member.
 - (c) **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - (a) The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to

collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.

(b) The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.

5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative. .

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements

with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which is related to the subject of this Agreement, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative may be defended in the name of the Cooperative by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.

11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.
14. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a. It meets the definition of "Local Government" or "State Agency" under the Act. "Local Government" means a: county, municipality, special district or other political subdivision of Texas or another state; or combination of two or more of those entities. "Political Subdivision" includes any corporate and political entity organized under state law. "State Agency" means (A) a department, board, bureau, commission, court, office, authority, council, or institution; (B) a university, college, or any service or part of a state institution of higher education; (C) a local workforce development board created under Texas Gov't Code Section 2308.253; and (D) any statewide job or employment training program for disadvantaged youth that is substantially financed by federal funds and that was created by executive order not later than December 30, 1986; or similar agency of another state.
 - b. The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act. "Administrative Functions" means those functions normally associated with the routine operation of government, including tax assessment and collection, personnel services, purchasing, records management services, data processing, warehousing, equipment repair and printing".
 - c. It possesses the legal authority to enter into the Agreement, designates the Cooperative as its agent, and can renew the Agreement without subsequent action of its governing body.
 - d. Purchases made under the Agreement satisfy all procedural-procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - e. All requirements, local or state, for a third party to approve, record or authorize the Agreement have been met.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____
Gerald Brashears, Cooperative Administrator

Date: _____

TO BE COMPLETED BY COOPERATIVE MEMBER:

(Name of Local Government)

By: _____ Date: _____,
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Mailing Address

City
Texas, _____
(zip)

Telephone

Fax

Email

**Texas Association of School Boards, Inc.
Cooperative Purchasing BuyBoard™**

NONPROFIT SUBSCRIBER AGREEMENT

This Nonprofit Subscriber Agreement ("Agreement") is entered into by and between the Texas Association of School Boards, Inc. ("TASB, Inc."), a tax-exempt, nonprofit, Texas corporation, with offices at 7620 Guadalupe, Austin, Texas 78752, and the undersigned nonprofit organization ("Subscriber"). The purpose of this Agreement is to facilitate the purchasing function for all subscribing nonprofit organizations by identifying qualified vendors of commodities, goods and services, to apply sound competitive procurement principles to purchases by nonprofit organizations, and to realize the various potential economies, including administrative cost savings, for Subscribers.

WITNESSETH:

WHEREAS, TASB, Inc. offers the BuyBoard™, a system of electronic commerce and procurement owned and operated by TASB, Inc.; and

WHEREAS, the undersigned Subscriber does certify that it is a nonprofit, tax-exempt entity and that it desires to participate in the purchasing opportunities afforded by the BuyBoard™;

NOW BE IT RESOLVED, that the undersigned Subscriber in consideration of the agreement of TASB, Inc. to provide services as detailed in this Agreement, does hereby agree to the following terms, conditions, and general provisions.

The parties, intending to be legally bound, do hereby agree as follows:

TERMS AND CONDITIONS

1. **Authority.** The Subscriber by execution of this Agreement hereby represents that all necessary authority has been obtained to enter into this Agreement; that it is a nonprofit, tax-exempt organization; and agrees to become a Subscriber to the BuyBoard™.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

3. Termination.

- (a) **By Subscriber.** This Agreement may be terminated by the Subscriber at any time by thirty (30) days prior written notice to TASB, Inc.; provided all charges owed to TASB, Inc. have been fully paid.
 - (b) **By TASB, Inc.** TASB, Inc. may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Subscriber if the Subscriber fails or refuses to make the payments as herein provided; or
 - (2) Giving thirty (30) days notice by certified mail to the Subscriber if the Subscriber fails to abide by a material term of this Agreement.
 - (c) **Termination Procedure.** If the Subscriber terminates its participation during the term of this Agreement or breaches this Agreement, or if the TASB, Inc. terminates participation of the Subscriber under any provision of this Agreement, the Subscriber shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of Subscribership. The TASB, Inc. may seek the whole amount due, if any, from the terminated Subscriber. The Subscriber will not be entitled to a refund of membership fees paid.
4. **Payments.** The Subscriber agrees to pay annual membership fees based on a fiscal year beginning September 1 of two hundred dollars (\$200). Contributions are payable by Subscriber upon receipt of an invoice from TASB, Inc. A late charge amounting to the maximum interest allowed by law shall begin to accrue daily on the 31st day following the due date. TASB, Inc. reserves the right to collect all funds that are due to the TASB, Inc. in the event of termination by Subscriber or breach of this Agreement by Subscriber. Subscriber shall be fully and solely responsible for paying the purchase prices to Vendors from whom purchases are made, and paying to Vendors all sales taxes due on such transactions, if any.
5. **Administration.** Subscriber shall use the provided purchasing software in accordance with the license; return the software upon termination of its subscription term; maintain confidentiality and prevent unauthorized copying of the software; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to TASB, Inc. in accordance with instructions from TASB, Inc.; and make a final accounting to TASB, Inc. upon termination of membership.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Subscriber represents and warrants that its governing body has duly authorized this Agreement.
2. **Cooperation.** The Subscriber agrees to cooperate with any and all reasonable policies

and procedures established by TASB, Inc. for Subscribers.

3. **Coordinator.** The Subscriber agrees to appoint a purchasing coordinator who shall have expressed authority to represent and bind the Subscriber, and TASB, Inc. will not be required to contact any other individual regarding subscription matters. Any notice to or any agreements with the coordinator shall be binding upon the Subscriber. The Subscriber reserves the right to change the coordinator as needed by giving written notice to TASB, Inc. Such notice is not effective until actually received by TASB, Inc.
4. **Limitations of Warranties and Liability.** TASB, INC. DOES NOT WARRANT THAT THE OPERATION OR USE OF SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE.
5. TASB, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Notice.** Any written notice to the TASB, Inc. shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767.
7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement effective the date written above.

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

By: _____ Date: _____
Gerald Brashears, TASB, Inc.

SUBSCRIBER:

(Name of Nonprofit, tax-exempt organization)

By: _____ Date: _____
Signature of Authorized Representative

Printed Name and Title

Coordinator for the
Subscriber is:

Name

Mailing Address

City

Texas, _____
(zip)

Telephone

Fax

Email Address

BuyBoard Membership - Texas Municipalities

City of Abilene	City of Bellaire	City of Cedar Hill	City of Dallas	City of Flatonia
City of Agua Dulce	City of Bellmead	City of Cedar Park	City of Dayton	City of Florence
City of Alamo	City of Belton	City of Celina	City of De Leon	City of Forest Hill
City of Alamo Heights	City of Benbrook	City of Centerville	City of Decatur	City of Forney
City of Alice	City of Big Lake	City of Chandler	City of Deer Park	City of Fort Stockton
City of Allen	City of Big Spring	City of Chico	City of Del Rio	City of Fort Worth
City of Alton	City of Boerne	City of Childress	City of Denison	City of Fredericksburg
City of Alvarado	City of Bonham	City of Chireno	City of Denton	City of Freeport
City of Alvin	City of Booker	City of Cibolo	City of DeSoto	City of Frisco
City of Alvord	City of Borger	City of Clarendon	City of Diboll	City of Galveston
City of Amarillo	City of Bowie	City of Cleburne	City of Dickens	City of Garden Ridge
City of Anahuac	City of Boyd	City of Clute	City of Dickinson	City of Garland
City of Angleton	City of Brady	City of Clyde	City of Dilley	City of George West
City of Anna	City of Brazoria	City of College Station	City of Donna	City of Georgetown
City of Anson	City of Brenham	City of Colleyville	City of Dublin	City of Giddings
City of Aransas Pass	City of Bridgeport	City of Columbus	City of Duncanville	City of Gilmer
City of Arlington	City of Brookshire	City of Combine	City of Eagle Lake	City of Gladewater
City of Arp	City of Brownfield	City of Commerce	City of Eagle Pass	City of Glendale
City of Austin	City of Brownsboro	City of Conroe	City of Early	City of Goldsmith
City of Azle	City of Brownsville	City of Converse	City of Eastland	City of Goldthwaite
City of Balch Springs	City of Brownwood	City of Coppell	City of Edinburg	City of Gonzales
City of Balcones Heights	City of Bryan	City of Copperas Cove	City of Edna	City of Graham
City of Ballinger	City of Buda	City of Corinth	City of El Campo	City of Granbury
City of Bandera	City of Bullard	City of Corpus Christi	City of El Cenizo	City of Grand Prairie
City of Bangs	City of Bulverde	City of Corrigan	City of Eldorado	City of Granite Shoals
City of Bastrop	City of Burkburnett	City of Corsicana	City of Elgin	City of Grapeland
City of Bay City	City of Burleson	City of Cotulla	City of Ennis	City of Grapevine
City of Bayou Vista	City of Burnet	City of Crandall	City of Euless	City of Greenville
City of Baytown	City of Cameron	City of Crowley	City of Falfurrias	City of Groesbeck
City of Beaumont	City of Canyon	City of Crystal City	City of Farmers Branch	City of Groves
City of Bedford	City of Carrollton	City of Cuero	City of Farmersville	City of Gun Barrell City
City of Beeville	City of Carson City	City of Dalhart	City of Ferris	City of Hallettsville

City of Haltom City	City of Kaufman	City of Lexington	City of Mineola	City of Pharr
City of Hamilton	City of Keene	City of Lindale	City of Mission	City of Pittsburg
City of Harker Heights	City of Keller	City of Live Oak	City of Missouri City	City of Plano
City of Harlingen	City of Kemah	City of Livingston	City of Mont Belvieu	City of Pleasanton
City of Hart	City of Kemp	City of Llano	City of Morgan's Point Resort	City of Point Comfort
City of Haskell	City of Kenedy	City of Lockhart	City of Moulton	City of Ponca
City of Heath	City of Kennedale	City of Longview	City of Mount Pleasant	City of Port Aransas
City of Hedwig Village	City of Kerrville	City of Lorena	City of Muleshoe	City of Port Arthur
City of Henderson	City of Kilgore	City of Los Fresnos	City of Murphy	City of Port Isabel
City of Henrietta	City of Killeen	City of Los Indios	City of Nacogdoches	City of Port Lavaca
City of Hewitt	City of Kingsville	City of Lubbock	City of Nassau Bay	City of Port Neches
City of Hidalgo	City of Kirbyville	City of Lufkin	City of Natalia	City of Portland
City of Highland Village	City of Krum	City of Luling	City of Navasota	City of Post
City of Hill Country Village	City of Kyle	City of Lytle	City of Nederland	City of Potteet
City of Hillsboro	City of La Feria	City of Madisonville	City of New Braunfels	City of Poth
City of Hondo	City of La Grange	City of Malone	City of North Richland Hills	City of Prairie View
City of Houston	City of La Marque	City of Mansfield	City of Northlake	City of Primera
City of Hudson Oaks	City of La Porte	City of Marble Falls	City of Oak Point	City of Princeton
City of Humble	City of La Vernia	City of Marion	City of Odem	City of Progreso
City of Huntington	City of La Villa	City of Marlin	City of Odessa	City of Quitman
City of Huntsville	City of Lacy Lakeview	City of Marshall	City of Olmos Park	City of Ransom Canyon
City of Hurst	City of Lago Vista	City of Mart	City of Olton	City of Red Oak
City of Hutto	City of Lake Dallas	City of Martindale	City of Orange	City of Reno
City of Idalou	City of Lake Jackson	City of Mathis	City of Palacios	City of Rice
City of Iowa Park	City of Lake Worth	City of McAlester	City of Palestine	City of Richardson
City of Irving	City of Lakeway	City of McAllen	City of Palmview	City of Richland Hills
City of Italy	City of Lamesa	City of McGregor	City of Pampa	City of Richmond
City of Jacksboro	City of Lampasas	City of McKinney	City of Panhandle	City of Richwood
City of Jacksonville	City of Lancaster	City of Meadows Place	City of Panorama Village	City of Rio Hondo
City of Jasper	City of Laredo	City of Mercedes	City of Paris	City of Roanoke
City of Jefferson	City of Leander	City of Merkel	City of Pasadena	City of Robinson
City of Jersey Village	City of Lefors	City of Mertzson	City of Pearland	City of Robstown
City of Junction	City of Leon Valley	City of Mesquite	City of Pearsall	City of Rockdale
City of Karnes City	City of Levelland	City of Mexia	City of Perryton	City of Rockport
City of Katy	City of Lewisville	City of Midlothian	City of Pflugerville	City of Rockwall

City of Rollingwood
City of Roma
City of Roman Forest
City of Ropesville
City of Rosenberg
City of Round Rock
City of Rowlett
City of Royse City
City of Runaway Bay
City of Rusk
City of Sachse
City of Saginaw
City of San Angelo
City of San Antonio
City of San Benito
City of San Juan
City of San Marcos
City of San Perlita
City of Sanger
City of Schertz
City of Schulenburg
City of Seabrook
City of Seagoville
City of Sealy
City of Seguin
City of Selma
City of Seminole
City of Shamrock
City of Shenandoah
City of Sherman
City of Silverton
City of Sinton
City of Smithville
City of Snyder
City of Sonora

City of South Houston
City of Southlake
City of Spring Valley
City of Springtown
City of Stafford
City of Stephenville
City of Stinnett
City of Sugar Land
City of Sulphur Springs
City of Sundown
City of Sunset Valley
City of Sweeny
City of Taft
City of Taylor
City of Temple
City of Terrell
City of Texarkana
City of Texas City
City of Texline
City of The Colony
City of Three Rivers
City of Tolar
City of Tomball
City of Trenton
City of Troup
City of Troy
City of Tye
City of Tyler
City of Universal City
City of University Park
City of Uvalde
City of Venus
City of Vernon
City of Victoria
City of Vidor

City of Waco
City of Waskom
City of Watauga
City of Waxahachie
City of Weatherford
City of Weimar
City of Weslaco
City of West
City of West Orange
City of West University Place
City of Wharton
City of White Oak
City of White Settlement
City of Whitehouse
City of Whitney
City of Wichita Falls
City of Wink
City of Winona
City of Woodville
City of Woodway
City of Wylie
City of Yoakum
Town of Addison
Town of Combes
Town of Flower Mound
Town of Fulton
Town of Hickory Creek
Town of Highland Park
Town of Little Elm
Town of Pecos
Town of Prosper
Town of Trophy Club
Town of Van Horn
Village of Salado