

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the Cypress-Fairbanks Independent Schools District (hereinafter called "CFISD") and City of North Richland Hills (hereinafter called "North Richland Hills"), each acting by and through its duly authorized officials:

WHEREAS, CFISD and North Richland Hills are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CFISD and North Richland Hills wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") and Chapter 271 of the Local Government Code to set forth the terms and conditions upon which CFISD and North Richland Hills may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CFISD and North Richland Hills through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CFISD and North Richland Hills have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein, CFISD and North Richland Hills agree as follows:

1. CFISD and North Richland Hills may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CFISD and North Richland Hills shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CFISD and North Richland Hills shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party.
4. The undersigned officer and/or agents of the parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and expiring on August 31, 2024. The Agreement will automatically renew on an annual basis for a duration not to exceed ten (10) years, unless terminated according to the terms set forth in Paragraph 3.

7. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

8. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

9. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

10. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

11. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

12. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

Cypress-Fairbanks Independent School District

City of North Richland Hills

BY: _____
Mark Hindman, City Manager

DATE: _____

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis,
City Attorney