

AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING OF GOODS, PRODUCTS AND/OR SERVICES

This agreement is entered into by and between the cities of signatory to this agreement, all being municipal corporations chartered under the Constitution of the State of Texas, hereinafter referred to as "member cities" each acting through their duly authorized representatives.

WHEREAS, the member cities desire to secure for each city the benefits of cooperative purchasing of goods, products and/or services; and

WHEREAS, this agreement is made under the authority granted by and pursuant to Texas Interlocal Corporation Act, Article 791 of the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premise and mutual promises contained herein;

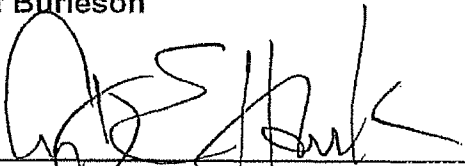
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Prior to any collective purchases under this agreement, the cities will designate which city shall be responsible for the bidding process for a particular purchase.
2. Member cities agree that all specifications for said items shall be determined in cooperation with members, with final approval with the city responsible for final bid process.
3. Each member shall be responsible for placing orders directly with and payment to the vendor under each contract entered into pursuant to the cooperative purchasing program, and shall be responsible for the vendors compliance with all conditions of delivery and quality of the purchased items. No member shall be obligated to purchase any item merely by virtue of that member approving specifications for said item, or by requesting to be included in an "open" contract for such items.
4. Members shall designate an official representative to act for member in all matters relating to this cooperative purchasing program, including the designation of specific contracts in which the member desires to participate.
5. This agreement shall take effect upon execution by signatories.
6. This agreement shall be in effect from date of execution until terminated by any party to this agreement by written notice to the other parties stating the date of such termination. a minimum of 30 day written notice must be given to terminate agreement.
7. Exhibit "A" will constitute a list of Member Cities.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year each member signs agreement.

Signed this 23RD day of February, 2006

City of Burleson

By: 
City Manager, Curtis E. Hawk

Attest:

By: 
City Secretary

EXHIBIT A
MEMBER CITIES

Bedford

Grapevine

Keller

Crowley

Haltom City

Euless

Aubrey

Southlake

North Richland Hills

Texarkana

Colleyville

Roanoke

Richland Hills