

## **INTERLOCAL COOPERATIVE AGREEMENT**

This **INTERLOCAL COOPERATIVE AGREEMENT** (“the **Agreement**”) is made and entered into by and between the **CITY OF NORTH RICHLAND HILLS, TEXAS**, a municipal corporation (“**NRH**”) and the **CITY OF DALLAS, TEXAS**, (“**DALLAS**”), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials. **NRH** and **DALLAS** are collectively referred to herein as the “parties” and individually referred to as a “party.”

### **RECITALS:**

**WHEREAS**, **NRH** and **DALLAS** are both local government entities under the laws of the state of Texas; and

**WHEREAS**, Chapter 271 of the Texas Local Government Code authorizes local governments to participate in cooperative purchasing programs to purchase from a contract currently existing between another local government and a vendor; and

**WHEREAS**, **NRH** currently has a contract for products and/or services, and **DALLAS** has a need for same and desires to enter into a Cooperative Purchasing Agreement with **NRH** pursuant to Chapter 271 subchapter F. et seq. (Cooperative Purchasing Program) of the Texas Local Government Code; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

**WHEREAS**, participation in this Agreement will be highly beneficial to the taxpayers of both **NRH** and **DALLAS** through the anticipated savings to be realized and is of mutual concern to the parties;

### **NOW THEREFORE,**

**IN CONSIDERATION** of the mutual promises and covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, **NRH** and **DALLAS** do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement for all purposes.
2. **PURPOSE.** **NRH** and **DALLAS** may cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and may purchase goods and services from vendors under present and future contracts in order to increase the efficiency and effectiveness of local governments by authorizing

them to contract, to the greatest extent possible, with one another and with agencies of the state.

3. **COMPENSATION.** NRH shall have no obligations for payment to vendor for any services or goods incurred under this Agreement. Any payments owed to the vendor by DALLAS for goods or services shall be paid directly by DALLAS and shall be paid from current available revenues.
4. **DUTIES OF THE PARTIES:**
  - (a) **Duties of DALLAS** - DALLAS agrees to prepare, execute, place orders directly with, and administer its own contract with the vendor. NRH shall not be a party to the agreement with the vendor and DALLAS. DALLAS will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery and any other terms or conditions of its agreement with the vendor. DALLAS shall designate an official representative to act on behalf of DALLAS for all matters related to this Agreement.
  - (b) **Duties of NRH** – NRH shall designate an official representative to act on behalf of NRH for all matters related to this Agreement.
5. **HOLD HARMLESS.** Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this agreement. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. NRH shall be responsible for its sole negligence. DALLAS shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
6. **TERM.** The Agreement shall be in full force and effect from the date of execution and shall continue unless terminated by either party as set forth herein.
7. **TERMINATION.** Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
8. **AUTHORIZATION.** 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. NRH has executed this Agreement pursuant to

the duly authorized resolution or City Council action of the **NRH** City Council Agenda Item No. \_\_\_\_\_ on \_\_\_\_\_. DALLAS has executed this Agreement pursuant to the duly authorized administrative action \_\_\_\_\_ approved on \_\_\_\_\_.

9. **COUNTERPARTS.** This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
10. **RELATIONSHIP OF PARTIES.** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.
11. **NOTICE.** Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) business days of any change in the information listed in this paragraph.

**NORTH RICHLAND HILLS**

Mark Hindman  
City Manager  
4301 City Point Drive  
North Richland Hills, Texas 76180  
Telephone: 817-427-6007  
Facsimile: 972-427-6016

**DALLAS**

Name:  
Title:  
Address:  
City, State, Zip  
Telephone: 214-xxx-xxxx  
Facsimile: 214-xxx-xxxx

12. **AMENDMENT.** This Agreement may be amended only by the mutual written agreement of both parties hereto.
13. **ASSIGNMENT.** This Agreement may not be assigned without the prior mutual written consent of both parties.
14. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
15. **GOVERNING LAW/VENUE.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas.
16. **ENTIRETY OF AGREEMENT.** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective upon execution and dating by each party. This Agreement shall be effective from the last date signed by an authorized representative of each participating party.

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

\_\_\_\_\_  
By: Mark Hindman, City Manager  
4301 City Point Drive  
North Richland Hills, Texas 76180

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Alicia Richardson  
City Secretary

**APPROVED AS TO FORM  
AND LEGALITY:**

\_\_\_\_\_  
Maleshia B. McGinnis  
City Attorney

**CITY OF DALLAS:**

\_\_\_\_\_  
By: Name, Title  
Address  
City, State, Zip

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name  
City Secretary

**APPROVED TO FORM  
AND LEGALITY:**

\_\_\_\_\_  
Name:  
Title: