



INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

**BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
THE CITY OF NORTH RICHLAND HILLS, TEXAS**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "**PLANO**"), and the **CITY OF NORTH RICHLAND HILLS**, a home-rule municipal corporation located in Tarrant County, Texas (hereinafter referred to as "NRH").

WHEREAS, Section 271.101, Local Government Code, allows local governments to participate in cooperative purchasing programs which allows the local governments to purchase from a contract currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

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

WHEREAS, NRH agrees to prepare, execute, and administer its own contract with the vendor and the City of Plano shall not be a party to NRH's agreement with the vendor.

NOW, THEREFORE, PLANO and **NORTH RICHLAND HILLS**, for the mutual consideration hereinafter stated, agree as follows:

I.

EFFECTIVE DATE

The effective date of this Agreement shall be effective upon execution by the parties.

Approved:
Resolution 2063.022

COPY



II.

DUTIES OF NORTH RICHLAND HILLS

NRH agrees to prepare, execute, and administer its own contract with the vendor and PLANO shall not be a party to the agreement with the vendor and the other governmental entity. PLANO shall have no obligations for payment to vendor for any services or goods incurred by any party other than PLANO. Any payments owed the vendor for services or goods shall be paid directly by NRH. NRH 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.

III.

TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty-(30) days advance written notice to the other party.

IV.

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) days of any change in the information listed in this paragraph.

PLANO

Thomas H. Muehlenbeck
CITY MANAGER
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358
Telephone: (972) 941-7121
Facsimile: (972) 423-9587

NORTH RICHLAND HILLS

Name: Larry J. Cunningham
Title: City Manager
City of North Richland Hills
P.O. Box 820609
North Richland Hills, TX 76182-0609
Telephone: 817/427-6150
Fax: 817/427-6151

V.

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, attorneys 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 contract.

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. **PLANO** shall be responsible for its sole negligence. **NRH** 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.

VI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between **PLANO** and **NRH** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

VII.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

VIII.

SEVERABILITY

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

IX.

AUTHORITY TO SIGN / CITY COUNCIL 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 hereto. **NRH** has executed this Agreement pursuant to the duly authorized resolution of the North Richland Hills City Council on February 24, 2003. **PLANO** has executed this Agreement pursuant to the duly authorized **Plano** City Council Resolution No. 2002-2-15(R) dated February 25, 2002.

X.

ASSIGNMENT AND SUBLETTING

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

XI.

INTERPRETATION OF AGREEMENT

This is a negotiated Agreement, should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

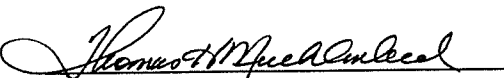
XII.

REMEDIES

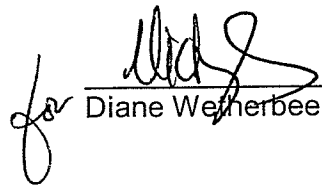
No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

EXECUTED in duplicate originals this 25th day of February, 2003.

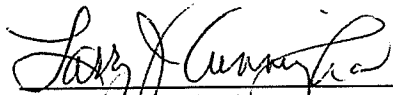
CITY OF PLANO, TEXAS

By: 
Thomas H. Muehlenbeck
CITY MANAGER
P. O. Box 860358
Plano, Texas 75086-0358

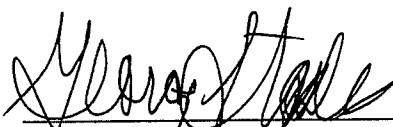
APPROVED AS TO FORM:


for Diane Wetherbee, CITY ATTORNEY

CITY OF NORTH RICHLAND HILLS, TX

By: 
Larry J. Cunningham
CITY MANAGER
P.O. Box 820609
North Richland Hills, TX 76182

APPROVED AS TO FORM:


George Staples, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)

)

CITY OF NORTH RICHLAND HILLS, TEXAS

COUNTY OF TARRANT)

This instrument was acknowledged before me on the 27th day of February 2003, by Larry J. Cunningham, City Manager of the CITY OF NORTH RICHLAND HILLS, TEXAS, a home-rule municipal corporation, on behalf of such corporation.



Alicia Richardson

Notary Public, State of Texas

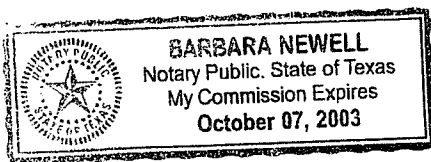
STATE OF TEXAS)

)

CITY OF PLANO, TEXAS

COUNTY OF COLLIN)

This instrument was acknowledged before me on the 4 day of March, 2003 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of such corporation.



Barbara Newell

Notary Public, State of Texas